

केंद्रीय पेट्रोसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट) कोरबा

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, (CIPET)

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

CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

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

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

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

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

Additional Terms & Conditions

for

Supply & Installation

of

AUTOMATIC VACUUM THERMOFORMING MACHINE

आवश्यक दस्तावेज़/Important Document

अपात्रता या अपेक्षित दस्तावेज प्रस्तुत न करने की स्थिति में बोली अस्वीकार की जा सकती है।

Bid is liable to be rejected in case of non-eligibility or non-submission of the requisite documents

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

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

IMPORTANT INFORMATION AND DATES

S.N	Description	Details
1	Purchaser	Central Institute of Petrochemicals Engineering and Technology, Korba
2	Online Bid submission of bid	www.gem.gov.in
3	Online Bid information available at	www.cipet.gov.in
4	EMD	As mention on GeM Portal
5	Performance Security	As mention on GeM Portal
6	Date of Bid Publication	As scheduled in GeM Portal
7	Last Date and Time for Submission of Bid	As scheduled in GeM Portal
8	Date, Time of opening of Technical bid	As scheduled in GeM Portal
9	Date and Time of opening of Financial bid	As scheduled in GeM Portal
10	CIPET KORBA - Online Bank Details	Bank Name- CANARA BANK Account Number – 120028053401 Account Name - CIPET CSTS KORBA HOLDING ACCOUNT IFSC Code - CNRB0002490 Vendor Code on gbiz portal of Canara bank- CVM5000000017876

CONTENT OF BIDDING DOCUMENTS

SECTION I. INSTRUCTIONS TO BIDDERS

A. Introduction

1. CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 45 locations.

B. The Bidding Documents

2. Content of Bidding Documents

- 2.1 The Bidding Documents include;
 - (a) Instruction to Bidders;
 - (b) Terms and Conditions of Contract;
 - (c) Technical Specifications;
 - (d) Manufacturer's Authorization Form;
 - (e) Bid Form;
 - (f) Contract Form (to be executed on 100 Rs. Non-Judicial Stamp / e-Stamp);
 - (g) Performance Security Form;
 - (h) Performance Statement;
 - (i) Deviation Statement;
 - (j) Bid Securing Declaration Form;
 - (k) Make in India Certificate;
 - (l) Land Border Declaration;
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
3. **Amendment of Bidding Documents**
 - 3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
 - 3.2 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at their discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

4 Documents Comprising the Bid

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

5. Bid Form

The Bidder shall complete the Bid Form and acceptance of all terms and conditions of Bid.

6. Bid Prices

- 6.1 The Bidder shall indicate on the price schedule attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract.
- 6.2 Fixed Price: Prices quoted by the Bidders shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7. Documents establishing Bidder's Eligibility and Qualifications

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

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

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

9. Period of Validity of Bids

- 9.1 Bids shall remain valid as per mention by buyer on GeM Portal (Min. 120 days). A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 9.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not permitted to modify its bid.

10. Submission of Bids

- 10.1 The detailed technical specification of the equipment is enclosed as Section IV of Bid document, Offer should be of two parts Viz., "**TECHNICAL BID**" and "**COMMERCIAL BID**". The content of the both bids should be as under;

(a) TECHNICAL BID should include the following:-

1. Detailed specification of the base equipment along with the specification of accessories, which are included in the Base unit.
2. Deviation Statement
3. Product Literature/Catalogue
4. Performance Statement/Certificate
5. Qualification Criteria
6. List of spare parts
7. List of optional accessories with their technical specification
8. Manufacturer's Authorization Form
9. Bid Form
10. Any other information which the bidder would like to state about the technically of the equipment
11. All other details mentioned in **Bid Document, ATC, Checklist and Scope of Supply.**

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

1. Statement showing the price of each items of spare parts and optional accessories which is mentioned in the Technical Bid (the acceptance and rejection of spare parts and optional accessories as per requirement will be at sole discretion of CIPET).
2. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders.
3. The quote should be in Indian Currency (INR).
4. The quoted price should include transportation, installation, loading/unloading of machinery/parts.
5. CIPET reserves the right to accept or reject any or all Bids at any stage either in part or in full without assigning any reasons thereof.

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

- 10.2 The proforma of Annexures /Sections in the Bidding document, wherever necessary, should be typed on the bidder's letter head and shall upload the same.
- 10.3 Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.
- 10.4 The Deviation Statement enclosed should be duly filled in and submitted along with Bidding Document. If the bidder is offering more than one options/models a separate Deviation statement for each of such quotes should be submitted along with the offer.
- 10.5 Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.
- 10.6 Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover Criteria. Hence the MSME / NSIC certificate should be submitted.

11. Deadline for Submission of Bids

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with Clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the dead-line as extended.

12. Evaluation and Comparison of Bids

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

12.2 The availability in India of spare parts and after-sales services for the equipment offered (imported goods) – in the bid; (the inclusion of cost of spare parts for comparison as per requirement will be at sole discretion of CIPET) CIPET reserves right to accept any bid and to reject any bid or all bids.

13. Contacting the Purchaser

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

D. AWARD OF CONTRACT

14. Post qualification

14.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

14.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8, as well as such other information as the Purchaser deems necessary and appropriate.

14.3 An Affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid,

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

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

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

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

17. Performance Security

Within 15 days of receiving the Notification of Award of Contract from the Purchaser, the successful Bidder shall furnish the Performance Security (as per the GeM Portal) in accordance with the Conditions of Contract, using 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, Education Hub, Syahimudi, Post-Gopalpur, Jamnipali, Korba-495450, Chhattisgarh, India.
- (b) The Supplier is

3. Performance Security

- 3.1 Within 15 days of the Supplier's receipt of the Purchase Contract, the Supplier shall furnish a performance security to the Purchaser for the percentage (%) specified on the GeM Portal of the contract value, valid up to 60 days after the date of completion of Performance Obligations, including warranty obligations.
- 3.2 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

- (a) The Performance Security shall be of the amount equivalent to the annual contract value as per the percentage mentioned on the GeM Portal. It shall be submitted in the form of e-PBG/NEFT/RTGS/Online Mode to the following bank account:

- **Bank Name:** CANARA BANK
- **Account Number:** 120028053401
- **Account Name:** CIPET CSTS KORBA HOLDING ACCOUNT
- **IFSC Code:** CNRB0002490.

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

4. Delivery and Documents

A. Delivery-

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

B. Delivery Documents-

(a) For Imported Goods

- (i) Original and three copies of Supplier's invoice showing Goods description, quantity, unit price, total amount.
- (ii) Original and three copies of the negotiable clean, on –board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading.
- (iii) Five Copies of packing list identifying contents of each package.
- (iv) Insurance Certificate.
- (v) Manufacturer's /Supplier's guaranty certificate.
- (vi) Inspection certificate, issued by the nominated inspection agency and the supplier factory inspection report; and
- (vii) Certificate of Origin.
- (viii) Relevant documents having various parameters (Quality assurance check documents) for pre-delivery inspection / dispatch clearance.

(b) For Domestic Goods:

Original and Three copies of:

- (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
- (ii) Railway receipt /Acknowledgement of receipt of goods from the consignee(s);
- (iii) Manufacturer's /Supplier's guarantee Certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency and the
- (v) Supplier's factory inspection report.
- (vi) Prior intimation and co-ordination with respective CIPET centres for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site.

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

5. Incidental Services

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

- (i) Complete erection of all equipments
- (ii) Commissioning of all equipments. This includes trial run and proving test.
- (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods:

6. Spare Parts

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

7. Warranty/Guarantee

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

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

8. The Maintenance Service shall be as follows.

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

9. Payment terms and Time Lines:

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

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

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

Days = Calendar days

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

10. Prices

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

11. Sub-contracts

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

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

12. Resolution of Disputes

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

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

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

13. Notices

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

Purchaser: Central Institute of Petrochemicals Engineering &Technology (CIPET), Education Hub, Syahimudi,Post-Gopalpur, via-Jamnipali, Korba-495450, Chhattisgarh, India.

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

14. Supplier Integrity

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

15. Supplier Obligation

- 15.1 The Supplier is obliged to work closely with the Purchaser staff, act within its own authority and abide, by directives issued by the Purchaser on implementation activities.
- 15.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.
- 15.3 The Supplier is responsible for managing the activities of its personnel or sub-contacted personnel and will hold itself responsible for any misdemeanors.
- 15.4 The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

16. Technical Documentation

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

17. Liquidated Damages, Penalty for Delay in Supply Goods:

Delay in Supply & Penalty:

- a. If the bidder/supplier fails to deliver the requisite Machinery/Equipment/Software within the time limit as mentioned in the bid/Purchase Order/Work Order, then a sum equivalent to 0.5% of the total contract value shall be deducted from the payment from each calendar week of delay or part thereof (as per schedule of clause 9).
- b. The amount of penalty for delay in delivery & installation shall be subject to maximum limit of 5 % of the total contract value.
- c. Delay in excess of 90 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder/supplier will be forfeited.

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

Operational Penalties:

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

SECTION III. TECHNICAL SPECIFICATIONS

(Aide-Memoire)

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

(Refer Annexure -I)

SECTION IV. Manufacturers' Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer].

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid No.: _____

To,

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

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factory [insert full address of Manufacturer's factories] do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Bid of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION V. Bid Form

(To be given on Company Letter Head)

Date: _____

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Sub: Bid Form for Acceptance of Terms & Conditions of Bid-Reg.

Bid Reference No: _____

Name of Bid / Work: _____

Dear Sir,

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid/Work' from the CIPET web site/GeM portal.
2. I / We hereby certify that I / we have read the entire terms and conditions of the GeM Bid documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the GeM Bid conditions of above mentioned GeM Bid document(s) / corrigendum(s) in its totality / entirety.
5. I/We undertake, if my/our bid is accepted, to supply, install, and commission and maintain the offered goods and services in accordance with the delivery schedule specified in the GeM Portal/mutual acceptance with buyer.
6. I/We declare:
 - i) I/We hereby offer Goods and Services at the prices and rates mentioned in the Financial Bid of the GeM portal.
 - ii) I/We have carefully read and understood and abide by the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
7. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector Undertaking.
8. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION VI. Contract Form

THIS AGREEMENT made theday of,20.....

Between;

- A. Central Institute of Petrochemicals Engineering & Technology (CIPET), Situated at "CIPET", Education Hub, Syahimudi, Post-Gopalpur, via Jamnipali, Korba - 495450, Chhattisgarh **(India)** (hereinafter known as "the Purchaser") of one part, and
- B. (Name of Supplier) of (City and Country of Supplier) hereinafter " the Supplier" of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total Value: in INR

Delivery Schedule:

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

Signed, Sealed and delivered by the

Said..... (For the Purchaser)

in the presence of :.....

Signed , Sealed and delivery by the

Said..... (For the Supplier)

in the presence of :.....

SECTION VII. Performance Security Form

Format for Performance Bank Guarantee

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

[To Be Established Through Any Of The National Banks (Whether Situated At Korba Or Outstation) With A Clause To Enforce The Same On Their Local Branch At Korba Or Any Scheduled Bank (Other Than Nationalised Bank) Situated At Korba. Bonds Issued By Co-Operative Banks Are Not Accepted.]

To,
Manager (Technical)
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India

PERFORMANCE BANK GUARANTEE

WHEREAS Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) have invited GeM Bids vide GeM Bid No..... Dt.for purchase of
AND WHEREAS the said GeM Bid document requires that any eligible successful GeM Bidder (seller) wishing to supply the equipment / machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Central Institute of Petrochemicals Engineering & Technology, Korba" in the form of Bank Guarantee for Rs and valid til..... from the date of issue of Performance Bank Guarantee may be submitted within 15 days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said GeM Bidder (seller) failing to abide by any of the conditions referred in GeM Bid document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Central Institute of Petrochemicals Engineering & Technology, Korba on demand and without protest or objection Rs (Rupees.....).

This bank further agrees that the decision of Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) as to whether the said GeM Bidder (Seller) has committed a breach of any of the conditions referred in GeM Bid document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the GeM Bidder (Seller) and/ or Indian Institute of Technology Bhubaneswar, Bhubaneswar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Indian Rs only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

SECTION VIII-Self-Declaration – No Blacklisting

(Date)

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

Ref: Bid for Supply & Installation of **Automatic Vacuum Thermoforming Machine** at CIPET
Korba-Reg.

Dear Sir/Madam

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

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

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

Thanking you,

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

Yours faithfully,

Signature..... Name.....

Seal of the organization

SECTION IX

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

QUALIFICATION CRITERIA

- (a) The bidder should be a manufacturer/authorized distributor/agent of a manufacturer, who must have designed, manufactured, tested and supplied the equipment(s) of similar to the type specified in the Schedule of requirements preferably to the Govt. labs / R & D units / Institutions / Universities & PSU's which shall be in successful operation for at least three years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies of similar/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.
- (e) The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.
- (f) An undertaking from the Original Manufacturer of the supply of goods/equipments (OEM) stating that they would facilitate the bidder on a regular basis with technology/product update should be submitted.

SECTION IX - A

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

PROFORMA FOR PERFORMANCE STATEMENT

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

Reference Bid No.....

Name of the Firm.....

Order Placed By: (Full address of Purchaser)	Order No and date	Description and quantity of the ordered equipment	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been working satisfactorily
			As per contract	Actual		

Signature and seal of the User department/Purchaser

(Please submit the copy of the installation / commissioning report)

SECTION X

PROFORMA FOR DEVIATION STATEMENT

Please see Clause 8.3 (C) of Instructions to Bidders

Bid Ref No.:

Name of the Firm:

Name of the Equipment quoted:

Model No.:

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

Yours Faithfully,

(Name)

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

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

Yours Faithfully,

(Name)

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

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

SECTION XII

Bid Securing Declaration Form

Date: *insert date (as day, month and year) of Bid Submission*

To

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

Ref Bid No.: _____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two Year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the GeM Bid, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIII

FORMAT FOR SELF-CERTIFICATION ISSUED BY OEM UNDER PREFERENCE TO MAKE IN INDIA ORDER

CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER

Date: [insert date (as day, month and year) of Bid Submission]

GeM Bid No.: _____

To:

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

We hereby declare that the items Quoted under GeM Bid No. _____ in the brand name of _____ & _____ (equipment details) are manufactured at (complete address) _____

Hence, its contains the local content of _____ in percent.

a) More than 50% (Class I)

b) More than 20% and Less than 50% (Class II)

(Strike out whichever is not applicable)

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt of India.

The value addition for the local content is done at (Name of the place & Address) _____.

The Country of Origin of the item(s) used in manufacturing of Equipment is/are _____.

Further, it is declared that finished Equipment is not imported and local Content not calculated on the basis of Transportation, Insurance, Installation, Commissioning, and Training & after sales services. But Equipment is Manufactured/Assembled in India at our Factory address _____.

The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIV

(To be submitted as part of tender/Technical Bid on company letter head)
(Along with supporting documents, if any)

Land Border Sharing Declaration

GeM Bid Ref. No

To:

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

Subject: Land Border Sharing Declaration In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020.

"I/ we..... have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.
OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

Documents to be Submitted on GeM Portal:

In the technical bid section of GeM, the bidder/supplier is required to upload following documents:

CHECK LIST

S. No.	Particulars	Upload Documents (Yes/No/NA)
1	PAN (Permanent Account Number) Registration	
2	GST Registration Certificate	
3	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
4	The bidder should attach Income Tax Return (ITR) for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
5	The bidder should attach Audited Profit & Loss and Balance Sheet for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
6	The bidder should attach Annual Turnover for the period of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
7	Authorization Letter from Original Equipment Manufacturer (OEM) (if bidder is not manufacturer) as per Section – IV .	
8	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV .	
9	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 .	
10	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
11	The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.	
12	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI .	
13	The bidder should furnish the Scope of Supply in a Separate Sheet.	
14	Signed ATC Documents.	

Important Bid Instruction for Bidder/Supplier:

Technical Bid:

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

Financial Bid:

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

Bidder/Supplier should upload this Financial Bid as per **Annexure -II** given below in Financial Stage Only and attached the price breakup of each items as per **Annexure –I**.

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

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

Scope of Work

Name of Work as Mentioned:

Sr. No.	Supply of Machinery/Equipment's	Qty./Sets
1.	Automatic Vacuum Thermoforming Machine (Refer Annexure-I for Technical Specification)	1

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

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

Place of Supply:

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

Warranty/ Maintenance:

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

- Free maintenance services shall be provided by the Supplier during the period of warranty.
- In case of failure, the successful bidder/supplier needs to repair or replace the faulty part/component/device to restore the services at the earliest.
- The cost of the repairing or replacement of faulty part/component/device has to be entirely borne by the successful bidder/supplier.
- All expenses related to part/component/device, including hiring of specialized technical expertise in case required, has to be borne by the successful bidder/supplier as part of comprehensive maintenance.
- In case of faults or maintenance in any outsourced equipment's (if any) in the main supply, the supplier shall do the co-ordination. Overall rectification /maintenance of the machine/equipment shall be the responsibility of the supplier.
- The successful bidder/supplier also needs to make alternate arrangement in case of major failure due to which services may be effected for longer period.
- After repairing or replacement of the part/component/device, the successful bidder/supplier needs to put the same into operation as in original condition.

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

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

Pre Delivery Inspection:

Pre Delivery Inspection will be conducted in as follows:

1. The supplier must inform CIPET Korba in writing atleast 10 days in advance for Pre Delivery Inspection.
2. Pre delivery Inspection is mandatory unless CIPET Korba issues communication in writing to the supplier for no requirement of PDI for any specific equipment/machinery.
3. All the Technical Parameters/Specification of the machine/Equipment shall be met as per the compliance of bidder/supplier in the Bid for clearance of Pre Delivery Inspection.
4. Workmanship shall also be an important criterion for clearance of PDI and dispatch thereof apart from the Technical Specification.
5. PDI Clearance Certificate shall be signed by representative of both the parties ie. Bidder/Supplier and CIPET Korba.
6. CIPET Korba reserves the right to cancel the Purchase Order if the machine/Equipment do not meet the specification complied by the bidder/supplier in the Bid document on the basis of PDI Report.

Installation:

1. The supplier shall intimate in advance about the Pre-installation requirements at the site regarding Civil/Electrical works.
2. The service Engineers for installation shall bring all the tools/equipment deemed fit for the purpose of successful installation/training.
3. Loading/Unloading shall be done under the supervision of the supplier's representative the expenditure towards loading/unloading of machine and equipment to be borne by supplier.ss
4. Any damage caused to the supplied Equipment/Machinery during transportation/installation shall be solely bidder/supplier responsibility.
5. It is mandatory for successful bidder/supplier to deploy the qualified professional for installation, commission of the equipment & training as defined under scope of work.
6. Installation, Commissioning and Training shall be accomplished in coordination with the user department of CIPET: CSTS, Korba.
7. The successful bidder/supplier shall provide the necessary technical support, Standard Operating Procedure (SOP)/User Manual and other information to the user department.
8. Any damage caused to the property of CIPET Korba while executing the job shall be solely bidder/supplier responsibility. In case any damage to the property is caused, the same will be recovered from the successful bidder/supplier. No any extra cost shall be paid to the successful bidder/supplier for such reasons.

Training:

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

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

Annexure-I

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY

Name Of Work: Supply & Installation of “Automatic Vacuum Thermoforming Machine”		
Technical Details		To be filled in by the Bidder
A	Enter Details and Upload Scanned Documents in GeM Portal	
S. No.	Particulars	Enter Details/ Upload Documents (Yes/No/NA)
1	Name of the Bidder	
2	Registered Office Address with PIN Code	
3	Contact No.	
4	Office E-mail ID	
5	Website Address (if any)	
6	Name of Contact person	
7	Mobile No.	
8	E-mail ID	
9	PAN (Permanent Account Number) Registration	
10	GST Registration Certificate	
11	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
12	The bidder should attach Income Tax Return (ITR) for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
13	The bidder should attach Audited Profit & Loss and Balance Sheet for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
14	The bidder should attach Annual Turnover for the period of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
15	Authorization Letter from Original Equipment Manufacturer (OEM) (if bidder is not manufacturer) as per Section - IV	
16	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV.	
17	The bidder should furnish the information on the past three year's supplies of similar/same goods/equipments and satisfactory performance in the proforma given under Section IX-A.	
18	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
19	The bidder should submit the technical Catalogue clearly mentioning the Model number, name of equipment and technical details.	
20	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI.	
21	The bidder should furnish the Scope of Supply in a Separate Sheet.	

B	Technical Specification - Automatic Vacuum Thermoforming Machine					
	Make / Manufacturer		Bidder to specify			
	Model		Bidder to specify			
Sl. No.	Description	Unit	Specification	Bidder's Specification	Deviation, if any	Justification
1	Forming Area (Min.)	mm	600 x 600 or Above			
2	Forming Depth / Draw	mm	Please Specify			
3	Max. Sheet Width	mm	Please Specify			
4	Sheet Thickness (Min.-Max.)	mm	Please Specify			
5	Type Of Top Heating & Bottom Heating	-	Please Specify			
6	Material To Be Formed	-	PS/HIPS/PET/PVC etc.			
7	Vacuum Forming Pump	-	Min. 500 LMV with Vacuum Tank or better			
8	Sheet Roll Feeding And Disposal System Should Be Attached	-	Please Specify			
9	Safety	-	Appropriate safety features to be provided			
10	Forming Area Must Be Adjustable According To The Size Of Mould	-	Please Specify			
11	Total Connected Load	KW	Please Specify			
12	Warranty	-	1 years or above			
13	Machine Doors, Control Panel, Frames Etc	-	Powder Coated			
14	Vacuum Forming & Cutting Mould – Forming And Cutting Die	-	Regular Multibox Tray (1 No.) and Cover/Lid (1 No.) - for Food Packaging in Square Size Approx. 200mm x 170mm x 40mm (Thermoforming Mould Material: Aluminum)			

15	Chain Movement	-	Gear Box with motor			
16	Machine Doors & Control Panel, Frame & Parts	-	Powder Coated			
17	Essential/Standard Spares (To Be Supplied As Part Of Machine)	-	Standard Tool Kit, Chain, Grease Gun, Thermocouple, Sensors, Grease – 1 Container, Driving belt / Chain, SSR, Contactor, MCB, Vibration pads, Braided Hose for water cooling, Pu Pipe Etc.,)			
18	Pre-Delivery Inspection And Installation, Etc.		<ul style="list-style-type: none"> • The supplier shall submit all the requisite technical literature. • The Installation and training will be the responsibility of the supplier • All supplies are subject to pre delivery inspection and approval before acceptance. In the event of the ordered item failing to pass the pre-delivery inspection, a period not exceeding three weeks will be given to rectify the defects and clear the Pre-delivery inspection , failing which the purchaser reserve the right to cancel the order. 			

केंद्रीय पेट्रोसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट) कोरबा

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, (CIPET)

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

CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

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

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

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

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

Additional Terms & Conditions

for

Supply & Installation

of

PULVERISER

आवश्यक दस्तावेज़/Important Document

अपात्रता या अपेक्षित दस्तावेज प्रस्तुत न करने की स्थिति में बोली अस्वीकार की जा सकती है।

Bid is liable to be rejected in case of non-eligibility or non-submission of the requisite documents

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

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

IMPORTANT INFORMATION AND DATES

S.N	Description	Details
1	Purchaser	Central Institute of Petrochemicals Engineering and Technology, Korba
2	Online Bid submission of bid	www.gem.gov.in
3	Online Bid information available at	www.cipet.gov.in
4	EMD	As mention on GeM Portal
5	Performance Security	As mention on GeM Portal
6	Date of Bid Publication	As scheduled in GeM Portal
7	Last Date and Time for Submission of Bid	As scheduled in GeM Portal
8	Date, Time of opening of Technical bid	As scheduled in GeM Portal
9	Date and Time of opening of Financial bid	As scheduled in GeM Portal
10	CIPET KORBA - Online Bank Details	Bank Name- CANARA BANK Account Number – 120028053401 Account Name - CIPET CSTS KORBA HOLDING ACCOUNT IFSC Code - CNRB0002490 Vendor Code on gbiz portal of Canara bank- CVM5000000017876

CONTENT OF BIDDING DOCUMENTS

SECTION I. INSTRUCTIONS TO BIDDERS

A. Introduction

1. CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 45 locations.

B. The Bidding Documents

2. Content of Bidding Documents

- 2.1 The Bidding Documents include;
 - (a) Instruction to Bidders;
 - (b) Terms and Conditions of Contract;
 - (c) Technical Specifications;
 - (d) Manufacturer's Authorization Form;
 - (e) Bid Form;
 - (f) Contract Form (to be executed on 100 Rs. Non-Judicial Stamp / e-Stamp);
 - (g) Performance Security Form;
 - (h) Performance Statement;
 - (i) Deviation Statement;
 - (j) Bid Securing Declaration Form;
 - (k) Make in India Certificate;
 - (i) Land Border Declaration;
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
3. **Amendment of Bidding Documents**
 - 3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
 - 3.2 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at their discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

4 Documents Comprising the Bid

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

5. Bid Form

The Bidder shall complete the Bid Form and acceptance of all terms and conditions of Bid.

6. Bid Prices

- 6.1 The Bidder shall indicate on the price schedule attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract.
- 6.2 Fixed Price: Prices quoted by the Bidders shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7. Documents establishing Bidder's Eligibility and Qualifications

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

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

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

9. Period of Validity of Bids

- 9.1 Bids shall remain valid as per mention by buyer on GeM Portal (Min. 120 days). A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 9.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not permitted to modify its bid.

10. Submission of Bids

- 10.1 The detailed technical specification of the equipment is enclosed as Section IV of Bid document, Offer should be of two parts Viz., "**TECHNICAL BID**" and "**COMMERCIAL BID**". The content of the both bids should be as under;

(a) TECHNICAL BID should include the following:-

1. Detailed specification of the base equipment along with the specification of accessories, which are included in the Base unit.
2. Deviation Statement
3. Product Literature/Catalogue
4. Performance Statement/Certificate
5. Qualification Criteria
6. List of spare parts
7. List of optional accessories with their technical specification
8. Manufacturer's Authorization Form
9. Bid Form
10. Any other information which the bidder would like to state about the technically of the equipment
11. All other details mentioned in **Bid Document, ATC, Checklist and Scope of Supply.**

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

1. Statement showing the price of each items of spare parts and optional accessories which is mentioned in the Technical Bid (the acceptance and rejection of spare parts and optional accessories as per requirement will be at sole discretion of CIPET).
2. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders.
3. The quote should be in Indian Currency (INR).
4. The quoted price should include transportation, installation, loading/unloading of machinery/parts.
5. CIPET reserves the right to accept or reject any or all Bids at any stage either in part or in full without assigning any reasons thereof.

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

- 10.2 The proforma of Annexures /Sections in the Bidding document, wherever necessary, should be typed on the bidder's letter head and shall upload the same.
- 10.3 Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.
- 10.4 The Deviation Statement enclosed should be duly filled in and submitted along with Bidding Document. If the bidder is offering more than one options/models a separate Deviation statement for each of such quotes should be submitted along with the offer.
- 10.5 Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.
- 10.6 Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover Criteria. Hence the MSME / NSIC certificate should be submitted.

11. Deadline for Submission of Bids

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with Clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the dead-line as extended.

12. Evaluation and Comparison of Bids

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

12.2 The availability in India of spare parts and after-sales services for the equipment offered (imported goods) – in the bid; (the inclusion of cost of spare parts for comparison as per requirement will be at sole discretion of CIPET) CIPET reserves right to accept any bid and to reject any bid or all bids.

13. Contacting the Purchaser

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

D. AWARD OF CONTRACT

14. Post qualification

14.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

14.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8, as well as such other information as the Purchaser deems necessary and appropriate.

14.3 An Affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid,

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

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

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

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

17. Performance Security

Within 15 days of receiving the Notification of Award of Contract from the Purchaser, the successful Bidder shall furnish the Performance Security (as per the GeM Portal) in accordance with the Conditions of Contract, using 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, Education Hub, Syahimudi, Post-Gopalpur, Jamnipali, Korba-495450, Chhattisgarh, India.
- (b) The Supplier is

3. Performance Security

- 3.1 Within 15 days of the Supplier's receipt of the Purchase Contract, the Supplier shall furnish a performance security to the Purchaser for the percentage (%) specified on the GeM Portal of the contract value, valid up to 60 days after the date of completion of Performance Obligations, including warranty obligations.
- 3.2 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

- (a) The Performance Security shall be of the amount equivalent to the annual contract value as per the percentage mentioned on the GeM Portal. It shall be submitted in the form of e-PBG/NEFT/RTGS/Online Mode to the following bank account:

- **Bank Name:** CANARA BANK
- **Account Number:** 120028053401
- **Account Name:** CIPET CSTS KORBA HOLDING ACCOUNT
- **IFSC Code:** CNRB0002490.

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

4. Delivery and Documents

A. Delivery-

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

B. Delivery Documents-

(a) For Imported Goods

- (i) Original and three copies of Supplier's invoice showing Goods description, quantity, unit price, total amount.
- (ii) Original and three copies of the negotiable clean, on -board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading.
- (iii) Five Copies of packing list identifying contents of each package.
- (iv) Insurance Certificate.
- (v) Manufacturer's /Supplier's guaranty certificate.
- (vi) Inspection certificate, issued by the nominated inspection agency and the supplier factory inspection report; and
- (vii) Certificate of Origin.
- (viii) Relevant documents having various parameters (Quality assurance check documents) for pre-delivery inspection / dispatch clearance.

(b) For Domestic Goods:

Original and Three copies of:

- (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
- (ii) Railway receipt /Acknowledgement of receipt of goods from the consignee(s);
- (iii) Manufacturer's /Supplier's guarantee Certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency and the
- (v) Supplier's factory inspection report.
- (vi) Prior intimation and co-ordination with respective CIPET centres for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site.

The above documents shall be received by the Purchaser before arrival of the goods (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.

7. Warranty/Guarantee

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

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

8. The Maintenance Service shall be as follows.

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

9. Payment terms and Time Lines:

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

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

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

Days = Calendar days

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

10. Prices

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

11. Sub-contracts

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

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

12. Resolution of Disputes

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

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

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

13. Notices

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

Purchaser: Central Institute of Petrochemicals Engineering &Technology (CIPET), Education Hub, Syahimudi,Post-Gopalpur, via-Jamnipali, Korba-495450, Chhattisgarh, India.

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

14. Supplier Integrity

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

15. Supplier Obligation

- 15.1 The Supplier is obliged to work closely with the Purchaser staff, act within its own authority and abide, by directives issued by the Purchaser on implementation activities.
- 15.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.
- 15.3 The Supplier is responsible for managing the activities of its personnel or sub-contacted personnel and will hold itself responsible for any misdemeanors.
- 15.4 The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

16. Technical Documentation

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

17. Liquidated Damages, Penalty for Delay in Supply Goods:

Delay in Supply & Penalty:

- a. If the bidder/supplier fails to deliver the requisite Machinery/Equipment/Software within the time limit as mentioned in the bid/Purchase Order/Work Order, then a sum equivalent to 0.5% of the total contract value shall be deducted from the payment from each calendar week of delay or part thereof (as per schedule of clause 9).
- b. The amount of penalty for delay in delivery & installation shall be subject to maximum limit of 5 % of the total contract value.
- c. Delay in excess of 90 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder/supplier will be forfeited.

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

Operational Penalties:

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

SECTION III. TECHNICAL SPECIFICATIONS

(Aide-Memoire)

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

(Refer Annexure -I)

SECTION IV. Manufacturers' Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer].

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid No.: _____

To,

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

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factory [insert full address of Manufacturer's factories] do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Bid of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION V. Bid Form

(To be given on Company Letter Head)

Date: _____

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Sub: Bid Form for Acceptance of Terms & Conditions of Bid-Reg.

Bid Reference No: _____

Name of Bid / Work: _____

Dear Sir,

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid/Work' from the CIPET web site/GeM portal.
2. I / We hereby certify that I / we have read the entire terms and conditions of the GeM Bid documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the GeM Bid conditions of above mentioned GeM Bid document(s) / corrigendum(s) in its totality / entirety.
5. I/We undertake, if my/our bid is accepted, to supply, install, and commission and maintain the offered goods and services in accordance with the delivery schedule specified in the GeM Portal/mutual acceptance with buyer.
6. I/We declare:
 - i) I/We hereby offer Goods and Services at the prices and rates mentioned in the Financial Bid of the GeM portal.
 - ii) I/We have carefully read and understood and abide by the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
7. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector Undertaking.
8. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION VI. Contract Form

THIS AGREEMENT made theday of,20.....

Between;

- A. Central Institute of Petrochemicals Engineering & Technology (CIPET), Situated at "CIPET", Education Hub, Syahimudi, Post-Gopalpur, via Jamnipali, Korba - 495450, Chhattisgarh **(India)** (hereinafter known as "the Purchaser") of one part, and
- B. (Name of Supplier) of (City and Country of Supplier) hereinafter " the Supplier" of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total Value: in INR

Delivery Schedule:

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

Signed, Sealed and delivered by the

Said..... (For the Purchaser)

in the presence of :.....

Signed , Sealed and delivery by the

Said..... (For the Supplier)

in the presence of :.....

SECTION VII. Performance Security Form

Format for Performance Bank Guarantee

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

[To Be Established Through Any Of The National Banks (Whether Situated At Korba Or Outstation) With A Clause To Enforce The Same On Their Local Branch At Korba Or Any Scheduled Bank (Other Than Nationalised Bank) Situated At Korba. Bonds Issued By Co-Operative Banks Are Not Accepted.]

To,
Manager (Technical)
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India

PERFORMANCE BANK GUARANTEE

WHEREAS Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) have invited GeM Bids vide GeM Bid No..... Dt.for purchase of
AND WHEREAS the said GeM Bid document requires that any eligible successful GeM Bidder (seller) wishing to supply the equipment / machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Central Institute of Petrochemicals Engineering & Technology, Korba" in the form of Bank Guarantee for Rs and valid til..... from the date of issue of Performance Bank Guarantee may be submitted within 15 days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said GeM Bidder (seller) failing to abide by any of the conditions referred in GeM Bid document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Central Institute of Petrochemicals Engineering & Technology, Korba on demand and without protest or objection Rs (Rupees.....).

This bank further agrees that the decision of Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) as to whether the said GeM Bidder (Seller) has committed a breach of any of the conditions referred in GeM Bid document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the GeM Bidder (Seller) and/ or Indian Institute of Technology Bhubaneswar, Bhubaneswar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Indian Rs only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

SECTION VIII-Self-Declaration – No Blacklisting

(Date)

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

Ref: Bid for Supply & Installation of **Pulveriser** at CIPET Korba-Reg.

Dear Sir/Madam

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

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

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

Thanking you,

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

Yours faithfully,

Signature..... Name.....

Seal of the organization

SECTION IX

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

QUALIFICATION CRITERIA

- (a) The bidder should be a manufacturer/authorized distributor/agent of a manufacturer, who must have designed, manufactured, tested and supplied the equipment(s) of similar to the type specified in the Schedule of requirements preferably to the Govt. labs / R & D units / Institutions / Universities & PSU's which shall be in successful operation for at least three years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies of similar/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.
- (e) The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.
- (f) An undertaking from the Original Manufacturer of the supply of goods/equipments (OEM) stating that they would facilitate the bidder on a regular basis with technology/product update should be submitted.

SECTION IX - A

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

PROFORMA FOR PERFORMANCE STATEMENT

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

Reference Bid No.....

Name of the Firm.....

Order Placed By: (Full address of Purchaser)	Order No and date	Description and quantity of the ordered equipment	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been working satisfactorily
			As per contract	Actual		

Signature and seal of the User department/Purchaser

(Please submit the copy of the installation / commissioning report)

SECTION X

PROFORMA FOR DEVIATION STATEMENT

Please see Clause 8.3 (C) of Instructions to Bidders

Bid Ref No.:

Name of the Firm:

Name of the Equipment quoted:

Model No.:

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

Yours Faithfully,

(Name)

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

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

Yours Faithfully,

(Name)

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

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

SECTION XII

Bid Securing Declaration Form

Date: *insert date (as day, month and year) of Bid Submission*

To

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

Ref Bid No.: _____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two Year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the GeM Bid, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIII

FORMAT FOR SELF-CERTIFICATION ISSUED BY OEM UNDER PREFERENCE TO MAKE IN INDIA ORDER

CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER

Date: [insert date (as day, month and year) of Bid Submission]

GeM Bid No.: _____

To:

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

We hereby declare that the items Quoted under GeM Bid No. _____ in the brand name of _____ & _____ (equipment details) are manufactured at (complete address) _____

Hence, its contains the local content of _____ in percent.

a) More than 50% (Class I)

b) More than 20% and Less than 50% (Class II)

(Strike out whichever is not applicable)

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt of India.

The value addition for the local content is done at (Name of the place & Address) _____.

The Country of Origin of the item(s) used in manufacturing of Equipment is/are _____.

Further, it is declared that finished Equipment is not imported and local Content not calculated on the basis of Transportation, Insurance, Installation, Commissioning, and Training & after sales services. But Equipment is Manufactured/Assembled in India at our Factory address _____.

The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIV

(To be submitted as part of tender/Technical Bid on company letter head)
(Along with supporting documents, if any)

Land Border Sharing Declaration

GeM Bid Ref. No

To:

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

Subject: Land Border Sharing Declaration In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020.

"I/ we..... have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.
OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

Documents to be Submitted on GeM Portal:

In the technical bid section of GeM, the bidder/supplier is required to upload following documents:

CHECK LIST

S. No.	Particulars	Upload Documents (Yes/No/NA)
1	PAN (Permanent Account Number) Registration	
2	GST Registration Certificate	
3	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
4	The bidder should attach Income Tax Return (ITR) for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
5	The bidder should attach Audited Profit & Loss and Balance Sheet for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
6	The bidder should attach Annual Turnover for the period of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
7	Authorization Letter from Original Equipment Manufacturer (OEM) (if bidder is not manufacturer) as per Section – IV .	
8	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV .	
9	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 .	
10	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
11	The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.	
12	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI .	
13	The bidder should furnish the Scope of Supply in a Separate Sheet.	
14	Signed ATC Documents.	

Important Bid Instruction for Bidder/Supplier:

Technical Bid:

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

Financial Bid:

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

Bidder/Supplier should upload this Financial Bid as per **Annexure -II** given below in Financial Stage Only and attached the price breakup of each items as per **Annexure -I**.

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

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

Scope of Work

Name of Work as Mentioned:

Sr. No.	Supply of Machinery/Equipment's	Qty./Sets
1.	Pulveriser (Refer Annexure-I for Technical Specification)	1

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

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

Place of Supply:

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

Warranty/ Maintenance:

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

- Free maintenance services shall be provided by the Supplier during the period of warranty.
- In case of failure, the successful bidder/supplier needs to repair or replace the faulty part/component/device to restore the services at the earliest.
- The cost of the repairing or replacement of faulty part/component/device has to be entirely borne by the successful bidder/supplier.
- All expenses related to part/component/device, including hiring of specialized technical expertise in case required, has to be borne by the successful bidder/supplier as part of comprehensive maintenance.
- In case of faults or maintenance in any outsourced equipment's (if any) in the main supply, the supplier shall do the co-ordination. Overall rectification /maintenance of the machine/equipment shall be the responsibility of the supplier.
- The successful bidder/supplier also needs to make alternate arrangement in case of major failure due to which services may be effected for longer period.
- After repairing or replacement of the part/component/device, the successful bidder/supplier needs to put the same into operation as in original condition.

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

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

Pre Delivery Inspection:

Pre Delivery Inspection will be conducted in as follows:

1. The supplier must inform CIPET Korba in writing atleast 10 days in advance for Pre Delivery Inspection.
2. Pre delivery Inspection is mandatory unless CIPET Korba issues communication in writing to the supplier for no requirement of PDI for any specific equipment/machinery.
3. All the Technical Parameters/Specification of the machine/Equipment shall be met as per the compliance of bidder/supplier in the Bid for clearance of Pre Delivery Inspection.
4. Workmanship shall also be an important criterion for clearance of PDI and dispatch thereof apart from the Technical Specification.
5. PDI Clearance Certificate shall be signed by representative of both the parties ie. Bidder/Supplier and CIPET Korba.
6. CIPET Korba reserves the right to cancel the Purchase Order if the machine/Equipment do not meet the specification complied by the bidder/supplier in the Bid document on the basis of PDI Report.

Installation:

1. The supplier shall intimate in advance about the Pre-installation requirements at the site regarding Civil/Electrical works.
2. The service Engineers for installation shall bring all the tools/equipment deemed fit for the purpose of successful installation/training.
3. Loading/Unloading shall be done under the supervision of the supplier's representative the expenditure towards loading/unloading of machine and equipment to be borne by supplier.ss
4. Any damage caused to the supplied Equipment/Machinery during transportation/installation shall be solely bidder/supplier responsibility.
5. It is mandatory for successful bidder/supplier to deploy the qualified professional for installation, commission of the equipment & training as defined under scope of work.
6. Installation, Commissioning and Training shall be accomplished in coordination with the user department of CIPET: CSTS, Korba.
7. The successful bidder/supplier shall provide the necessary technical support, Standard Operating Procedure (SOP)/User Manual and other information to the user department.
8. Any damage caused to the property of CIPET Korba while executing the job shall be solely bidder/supplier responsibility. In case any damage to the property is caused, the same will be recovered from the successful bidder/supplier. No any extra cost shall be paid to the successful bidder/supplier for such reasons.

Training:

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

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

Annexure-I

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY

Name Of Work: Supply & Installation of "Pulveriser"		
Technical Details		To be filled in by the Bidder
A	Enter Details and Upload Scanned Documents in GeM Portal	
S. No.	Particulars	Enter Details/ Upload Documents (Yes/No/NA)
1	Name of the Bidder	
2	Registered Office Address with PIN Code	
3	Contact No.	
4	Office E-mail ID	
5	Website Address (if any)	
6	Name of Contact person	
7	Mobile No.	
8	E-mail ID	
9	PAN (Permanent Account Number) Registration	
10	GST Registration Certificate	
11	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
12	The bidder should attach Income Tax Return (ITR) for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
13	The bidder should attach Audited Profit & Loss and Balance Sheet for the period of F.Y. 2022-23, 2023-24 & 2024-25.	
14	The bidder should attach Annual Turnover for the period of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
15	Authorization Letter from Original Equipment Manufacturer (OEM) (if bidder is not manufacturer) as per Section - IV	
16	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV.	
17	The bidder should furnish the information on the past three year's supplies of similar/same goods/equipments and satisfactory performance in the proforma given under Section IX-A.	
18	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
19	The bidder should submit the technical Catalogue clearly mentioning the Model number, name of equipment and technical details.	
20	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI.	
21	The bidder should furnish the Scope of Supply in a Separate Sheet.	

B	Technical Specification - Pulveriser					
	Make / Manufacturer		Bidder to specify			
	Model		Bidder to specify			
Sl. No.	Description	Unit	Specification	Bidder's Specification	Deviation, if any	Justification
1	Pulveriser Type	-	Disc Mill			
2	Disc Diameter	Mm	400 Mm Or Above			
3	Bearing Housing	-	Heavy Duty Graded Cast Housing For Carrying Heavy Thrust Load During Grinding Along With Oil Bath.			
4	Raw Material Used	-	Lldpe			
5	Output	Kg/Hr	80 Or Above			
6	Particle Size	Us Mesh	35 - 45			
7	Vibro Siever	-	900 Mm Or Above			
8	Siever Motor	Hp	Please Specify			
9	Air Lock Valve	Hp & Rpm	Please Specify			
10	Blower Motor	Hp	Please Specify			
11	Water Cooling At	-	Starter ,Rotor ,Main Shaft, Etc.			
12	Main Mill Motor	Hp	Please Specify			
13	Luberacting Sysyem	-	Automatic / Manual - Please Specify			
14	Magenatic Seperator	-	Please Specify			
15	Control Panel	-	PLC Control			

16	Disc Temperature	-	Monitoring System Should Be Provided In Control Panel			
17	Motor Current	-	Monitoring System Should Be Provided In Control Panel			
18	Total Connected Load	Kw	Please Specify			
19	Over All Machine Body	-	Powder Coated			
20	Machine Dimensions	-	Please Specify			
21	Warranty	-	1 Years Or Above			
22	Application	-	For Pulverizing The Raw Material (Lldpe) Used In Rotational Moulding Machine			
23	Essential/Standard Spares (Supplied As Part Of Machine)	-	Standard Tool Kit, Grease Gun Thermocouple, Sensors, Grease – 1 Container, Driving Belt , Main Mill Current Controller, Main Mill Temperature Controller, Volt-Amp.-Hz Meter, Fuses, Ssr, Contactor, Mcb, Vibration Pads, Braided Hose For Water Cooling, Pu Pipe For Oil Spillage Control, Siever, Mesh, Rubber Gasket, Disc Set (Extra) Etc.,)			
24	"Safety -		Appropriate Safety Features To Be Provided, Alarm, Etc			
25	Pre-Delivery Inspection And Installation, Etc.	-	<ul style="list-style-type: none"> • The Supplier Shall Submit All The Requisite Technical Literature. • The Installation And Training Will Be The Responsibility Of The Supplier • All Supplies Are Subject To Pre Delivery Inspection And Approval Before Acceptance. In The Event Of The Ordered Item Failing To Pass The Pre-Delivery Inspection, A Period Not Exceeding Three Weeks Will Be Given To Rectify The Defects And Clear The Pre-Delivery Inspection , Failing Which The Purchaser Reserve The Right To Cancel The Order. 			

केंद्रीय पेट्रोसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट) कोरबा

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, (CIPET)

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

CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

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

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

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

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

Additional Terms & Conditions

for

Supply & Installation

of

SERVER

आवश्यक दस्तावेज़/Important Document

अपात्रता या अपेक्षित दस्तावेज़ प्रस्तुत न करने की स्थिति में बोली अस्वीकार की जा सकती है।

Bid is liable to be rejected in case of non-eligibility or non-submission of the requisite documents

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

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

IMPORTANT INFORMATION AND DATES

S.N	Description	Details
1	Purchaser	Central Institute of Petrochemicals Engineering and Technology, Korba
2	Online Bid submission of bid	www.gem.gov.in
3	Online Bid information available at	www.cipet.gov.in
4	EMD	As mention on GeM Portal
5	Performance Security	As mention on GeM Portal
6	Date of Bid Publication	As scheduled in GeM Portal
7	Last Date and Time for Submission of Bid	As scheduled in GeM Portal
8	Date, Time of opening of Technical bid	As scheduled in GeM Portal
9	Date and Time of opening of Financial bid	As scheduled in GeM Portal
10	CIPET KORBA - Online Bank Details	Bank Name- CANARA BANK Account Number – 120028053401 Account Name - CIPET CSTS KORBA HOLDING ACCOUNT IFSC Code - CNRB0002490 Vendor Code on gbiz portal of Canara bank- CVM5000000017876

CONTENT OF BIDDING DOCUMENTS

SECTION I. INSTRUCTIONS TO BIDDERS

A. Introduction

1. CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 45 locations.

B. The Bidding Documents

2. Content of Bidding Documents

- 2.1 The Bidding Documents include;
 - (a) Instruction to Bidders;
 - (b) Terms and Conditions of Contract;
 - (c) Technical Specifications;
 - (d) Manufacturer's Authorization Form;
 - (e) Bid Form;
 - (f) Contract Form (to be executed on 100 Rs. Non-Judicial Stamp / e-Stamp);
 - (g) Performance Security Form;
 - (h) Performance Statement;
 - (i) Deviation Statement;
 - (j) Bid Securing Declaration Form;
 - (k) Make in India Certificate;
 - (i) Land Border Declaration;
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
3. **Amendment of Bidding Documents**
 - 3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
 - 3.2 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at their discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

4 Documents Comprising the Bid

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

5. Bid Form

The Bidder shall complete the Bid Form and acceptance of all terms and conditions of Bid.

6. Bid Prices

- 6.1 The Bidder shall indicate on the price schedule attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract.
- 6.2 Fixed Price: Prices quoted by the Bidders shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7. Documents establishing Bidder's Eligibility and Qualifications

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

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

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

9. Period of Validity of Bids

- 9.1 Bids shall remain valid as per mention by buyer on GeM Portal (Min. 120 days). A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 9.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not permitted to modify its bid.

10. Submission of Bids

- 10.1 The detailed technical specification of the equipment is enclosed as Section IV of Bid document, Offer should be of two parts Viz., "**TECHNICAL BID**" and "**COMMERCIAL BID**". The content of the both bids should be as under;

(a) TECHNICAL BID should include the following:-

1. Detailed specification of the base equipment along with the specification of accessories, which are included in the Base unit.
2. Deviation Statement
3. Product Literature/Catalogue
4. Performance Statement/Certificate
5. Qualification Criteria
6. List of spare parts
7. List of optional accessories with their technical specification
8. Manufacturer's Authorization Form
9. Bid Form
10. Any other information which the bidder would like to state about the technically of the equipment
11. All other details mentioned in **Bid Document, ATC, Checklist and Scope of Supply.**

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

1. Statement showing the price of each items of spare parts and optional accessories which is mentioned in the Technical Bid (the acceptance and rejection of spare parts and optional accessories as per requirement will be at sole discretion of CIPET).
2. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders.
3. The quote should be in Indian Currency (INR).
4. The quoted price should include transportation, installation, loading/unloading of machinery/parts.
5. CIPET reserves the right to accept or reject any or all Bids at any stage either in part or in full without assigning any reasons thereof.

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

- 10.2 The proforma of Annexures /Sections in the Bidding document, wherever necessary, should be typed on the bidder's letter head and shall upload the same.
- 10.3 Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.
- 10.4 The Deviation Statement enclosed should be duly filled in and submitted along with Bidding Document. If the bidder is offering more than one options/models a separate Deviation statement for each of such quotes should be submitted along with the offer.
- 10.5 Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.
- 10.6 Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover Criteria. Hence the MSME / NSIC certificate should be submitted.

11. Deadline for Submission of Bids

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with Clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the dead-line as extended.

12. Evaluation and Comparison of Bids

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

12.2 The availability in India of spare parts and after-sales services for the equipment offered (imported goods) – in the bid; (the inclusion of cost of spare parts for comparison as per requirement will be at sole discretion of CIPET) CIPET reserves right to accept any bid and to reject any bid or all bids.

13. Contacting the Purchaser

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

D. AWARD OF CONTRACT

14. Post qualification

14.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

14.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8, as well as such other information as the Purchaser deems necessary and appropriate.

14.3 An Affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid,

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

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

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

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

17. Performance Security

Within 15 days of receiving the Notification of Award of Contract from the Purchaser, the successful Bidder shall furnish the Performance Security (as per the GeM Portal) in accordance with the Conditions of Contract, using 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, Education Hub, Syahimudi, Post-Gopalpur, Jamnipali, Korba-495450, Chhattisgarh, India.
- (b) The Supplier is

3. Performance Security

- 3.1 Within 15 days of the Supplier's receipt of the Purchase Contract, the Supplier shall furnish a performance security to the Purchaser for the percentage (%) specified on the GeM Portal of the contract value, valid up to 60 days after the date of completion of Performance Obligations, including warranty obligations.
- 3.2 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

- (a) The Performance Security shall be of the amount equivalent to the annual contract value as per the percentage mentioned on the GeM Portal. It shall be submitted in the form of e-PBG/NEFT/RTGS/Online Mode to the following bank account:

- **Bank Name:** CANARA BANK
- **Account Number:** 120028053401
- **Account Name:** CIPET CSTS KORBA HOLDING ACCOUNT
- **IFSC Code:** CNRB0002490.

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

4. Delivery and Documents

A. Delivery-

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

B. Delivery Documents-

(a) For Imported Goods

- (i) Original and three copies of Supplier's invoice showing Goods description, quantity, unit price, total amount.
- (ii) Original and three copies of the negotiable clean, on -board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading.
- (iii) Five Copies of packing list identifying contents of each package.
- (iv) Insurance Certificate.
- (v) Manufacturer's /Supplier's guaranty certificate.
- (vi) Inspection certificate, issued by the nominated inspection agency and the supplier factory inspection report; and
- (vii) Certificate of Origin.
- (viii) Relevant documents having various parameters (Quality assurance check documents) for pre-delivery inspection / dispatch clearance.

(b) For Domestic Goods:

Original and Three copies of:

- (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
- (ii) Railway receipt /Acknowledgement of receipt of goods from the consignee(s);
- (iii) Manufacturer's /Supplier's guarantee Certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency and the
- (v) Supplier's factory inspection report.
- (vi) Prior intimation and co-ordination with respective CIPET centres for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site.

The above documents shall be received by the Purchaser before arrival of the goods (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.

7. Warranty/Guarantee

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

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

8. The Maintenance Service shall be as follows.

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

9. Payment terms and Time Lines:

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

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

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

Days = Calendar days

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

10. Prices

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

11. Sub-contracts

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

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

12. Resolution of Disputes

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

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

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

13. Notices

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

Purchaser: Central Institute of Petrochemicals Engineering &Technology (CIPET), Education Hub, Syahimudi,Post-Gopalpur, via-Jamnipali, Korba-495450, Chhattisgarh, India.

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

14. Supplier Integrity

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

15. Supplier Obligation

- 15.1 The Supplier is obliged to work closely with the Purchaser staff, act within its own authority and abide, by directives issued by the Purchaser on implementation activities.
- 15.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.
- 15.3 The Supplier is responsible for managing the activities of its personnel or sub-contacted personnel and will hold itself responsible for any misdemeanors.
- 15.4 The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

16. Technical Documentation

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

17. Liquidated Damages, Penalty for Delay in Supply Goods:

Delay in Supply & Penalty:

- a. If the bidder/supplier fails to deliver the requisite Machinery/Equipment/Software within the time limit as mentioned in the bid/Purchase Order/Work Order, then a sum equivalent to 0.5% of the total contract value shall be deducted from the payment from each calendar week of delay or part thereof (as per schedule of clause 9).
- b. The amount of penalty for delay in delivery & installation shall be subject to maximum limit of 5 % of the total contract value.
- c. Delay in excess of 90 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder/supplier will be forfeited.

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

Operational Penalties:

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

SECTION III. TECHNICAL SPECIFICATIONS

(Aide-Memoire)

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

(Refer Annexure -I)

SECTION IV. Manufacturers' Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer].

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid No.: _____

To,

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

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factory [insert full address of Manufacturer's factories] do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Bid of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION V. Bid Form

(To be given on Company Letter Head)

Date: _____

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Sub: Bid Form for Acceptance of Terms & Conditions of Bid-Reg.

Bid Reference No: _____

Name of Bid / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid/Work' from the CIPET web site/GeM portal.
2. I / We hereby certify that I / we have read the entire terms and conditions of the GeM Bid documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the GeM Bid conditions of above mentioned GeM Bid document(s) / corrigendum(s) in its totality / entirety.
5. I/We undertake, if my/our bid is accepted, to supply, install, and commission and maintain the offered goods and services in accordance with the delivery schedule specified in the GeM Portal/mutual acceptance with buyer.
6. I/We declare:
 - i) I/We hereby offer Goods and Services at the prices and rates mentioned in the Financial Bid of the GeM portal.
 - ii) I/We have carefully read and understood and abide by the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
7. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector Undertaking.
8. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION VI. Contract Form

THIS AGREEMENT made theday of,20.....

Between;

- A. Central Institute of Petrochemicals Engineering & Technology (CIPET), Situated at "CIPET", Education Hub, Syahimudi, Post-Gopalpur, via Jamnipali, Korba - 495450, Chhattisgarh **(India)** (hereinafter known as "the Purchaser") of one part, and
- B. (Name of Supplier) of (City and Country of Supplier) hereinafter " the Supplier" of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total Value: in INR

Delivery Schedule:

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

Signed, Sealed and delivered by the

Said..... (For the Purchaser)

in the presence of :.....

Signed , Sealed and delivery by the

Said..... (For the Supplier)

in the presence of :.....

SECTION VII. Performance Security Form

Format for Performance Bank Guarantee

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

[To Be Established Through Any Of The National Banks (Whether Situated At Korba Or Outstation) With A Clause To Enforce The Same On Their Local Branch At Korba Or Any Scheduled Bank (Other Than Nationalised Bank) Situated At Korba. Bonds Issued By Co-Operative Banks Are Not Accepted.]

To,
Manager (Technical)
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India

PERFORMANCE BANK GUARANTEE

WHEREAS Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) have invited GeM Bids vide GeM Bid No..... Dt.for purchase of
AND WHEREAS the said GeM Bid document requires that any eligible successful GeM Bidder (seller) wishing to supply the equipment / machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Central Institute of Petrochemicals Engineering & Technology, Korba" in the form of Bank Guarantee for Rs and valid til..... from the date of issue of Performance Bank Guarantee may be submitted within 15 days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said GeM Bidder (seller) failing to abide by any of the conditions referred in GeM Bid document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Central Institute of Petrochemicals Engineering & Technology, Korba on demand and without protest or objection Rs (Rupees.....).

This bank further agrees that the decision of Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) as to whether the said GeM Bidder (Seller) has committed a breach of any of the conditions referred in GeM Bid document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the GeM Bidder (Seller) and/ or Indian Institute of Technology Bhubaneswar, Bhubaneswar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Indian Rs only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

SECTION VIII-Self-Declaration – No Blacklisting

(Date)

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

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

Dear Sir/Madam

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

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

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

Thanking you,

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

Yours faithfully,

Signature..... Name.....

Seal of the organization

SECTION IX

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

QUALIFICATION CRITERIA

- (a) The bidder should be a manufacturer/authorized distributor/agent of a manufacturer, who must have designed, manufactured, tested and supplied the equipment(s) of similar to the type specified in the Schedule of requirements preferably to the Govt. labs / R & D units / Institutions / Universities & PSU's which shall be in successful operation for at least three years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies of similar/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.
- (e) The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.
- (f) An undertaking from the Original Manufacturer of the supply of goods/equipments (OEM) stating that they would facilitate the bidder on a regular basis with technology/product update should be submitted.

SECTION IX - A

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

PROFORMA FOR PERFORMANCE STATEMENT

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

Reference Bid No.....

Name of the Firm.....

Order Placed By: (Full address of Purchaser)	Order No and date	Description and quantity of the ordered equipment	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been working satisfactorily
			As per contract	Actual		

Signature and seal of the User department/Purchaser

(Please submit the copy of the installation / commissioning report)

SECTION X

PROFORMA FOR DEVIATION STATEMENT

Please see Clause 8.3 (C) of Instructions to Bidders

Bid Ref No.:

Name of the Firm:

Name of the Equipment quoted:

Model No.:

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

Yours Faithfully,

(Name)

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

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

Yours Faithfully,

(Name)

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

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

SECTION XII

Bid Securing Declaration Form

Date: *insert date (as day, month and year) of Bid Submission*

To

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

Ref Bid No.: _____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two Year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the GeM Bid, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIII

FORMAT FOR SELF-CERTIFICATION ISSUED BY OEM UNDER PREFERENCE TO MAKE IN INDIA ORDER

CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER

Date: [insert date (as day, month and year) of Bid Submission]

GeM Bid No.: _____

To:

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

We hereby declare that the items Quoted under GeM Bid No. _____ in the brand name of _____ & _____ (equipment details) are manufactured at (complete address) _____

Hence, its contains the local content of _____ in percent.

a) More than 50% (Class I)

b) More than 20% and Less than 50% (Class II)

(Strike out whichever is not applicable)

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt of India.

The value addition for the local content is done at (Name of the place & Address) _____.

The Country of Origin of the item(s) used in manufacturing of Equipment is/are _____.

Further, it is declared that finished Equipment is not imported and local Content not calculated on the basis of Transportation, Insurance, Installation, Commissioning, and Training & after sales services. But Equipment is Manufactured/Assembled in India at our Factory address _____.

The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIV

(To be submitted as part of tender/Technical Bid on company letter head)
(Along with supporting documents, if any)

Land Border Sharing Declaration

GeM Bid Ref. No

To:

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

Subject: Land Border Sharing Declaration In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020.

"I/ we..... have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.
OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

SECTION XV

(Shall be uploaded by the bidder on official letter head of bidder)

Pre Bid Form

To,

The Principal Director & Head

CIPET: CSTS-Korba,
Education Hub, Syahimudi,
Post Gopalpur via Jamnipali,
Korba – 495450, Chhattisgarh.

Subject – “Supply & Installation of Server” at CIPET, Korba.

Dear Sir/Madam

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Bid for the said works after having obtained the Bid document invited by you.
2. I / We have visited the site, examined the Desktop/Server Configuration specified in the Bid Document and acquired the requisite information relating thereto as affecting the Bid.
3. I / We hereby offer to execute and complete the works in strict accordance with the Bid Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Bid Document and the Annexures containing Terms and Conditions.
4. I/ We agree to pay all Government (Central and State) Taxes such as Sales Tax, Works Contract Tax, VAT, Excise Duty, GST etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same.
5. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever.
6. Should this Bid be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract/Buyer ATC.

Bidders Details: -

Name of Firm/Company : _____

Address of Firm/Company : _____

Name of Representative : _____

Name of Brand (to be quoted in Bid) : _____

Place:

Authorized Signatory & Seal
(Bidder)

Date:

Authorized Signatory & Seal
(CIPET, Korba)

Documents to be Submitted on GeM Portal:

In the technical bid section of GeM, the bidder/supplier is required to upload following documents:

CHECK LIST

S. No.	Particulars	Upload Documents (Yes/No/NA)
1	PAN (Permanent Account Number) Registration	
2	GST Registration Certificate	
3	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
4	The bidder should attach Income Tax Return (ITR) for the period (last 3 year) of F.Y. 2021-22, 2022-23, 2023-24 & 2024-25.	
5	The bidder should attach Audited Profit & Loss and Balance Sheet for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25.	
6	The bidder should attach Annual Turnover for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
7	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV.	
8	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.	
9	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
10	The bidder should submit the technical Catalogue clearly mentioning the Model number, name of equipment and technical details.	
11	The bidder should submit valid documentation as proof that the OEM has at least 15 years of experience and a presence in India.	
12	The bidder should submit valid documentation (i.e., an agreement copy with the OEM) as proof that the OEM has at least three (03) service centers in Chhattisgarh.	
13	The bidder should provide a signed Manufacturer Authorization Form on the OEM's letterhead, including the official's name, designation, mobile number, and email ID as per Section - IV.	
14	Bidders are required to attend the Pre-Bid meeting organized by the buyer, as per the schedule mentioned on the GeM Portal, to analyze the configuration of the existing desktop for configure the server. Bidders must attach the catalogue/datasheet of the product offered, along with a copy of the Pre-Bid Form as per Section XV. (Mandatory)	
15	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI.	
16	The bidder should mention the OEM's dedicated toll-free number for 24x7 service-related inquiries.	
17	The bidder should furnish the Scope of Supply in a Separate Sheet.	
18	Signed ATC Documents.	

Important Bid Instruction for Bidder/Supplier:

Technical Bid:

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

Financial Bid:

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

Bidder/Supplier should upload this Financial Bid as per **Annexure -II** given below in Financial Stage Only and attached the price breakup of each items as per **Annexure –I**.

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

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

Scope of Work

Name of Work as Mentioned:

Sr. No.	Supply of Machinery/Equipment's	Qty./Sets
1.	Server (Refer Annexure-I for Technical Specification)	1

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

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

Place of Supply:

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

Warranty/ Maintenance:

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

- Free maintenance services shall be provided by the Supplier during the period of warranty.
- In case of failure, the successful bidder/supplier needs to repair or replace the faulty part/component/device to restore the services at the earliest.
- The cost of the repairing or replacement of faulty part/component/device has to be entirely borne by the successful bidder/supplier.
- All expenses related to part/component/device, including hiring of specialized technical expertise in case required, has to be borne by the successful bidder/supplier as part of comprehensive maintenance.
- In case of faults or maintenance in any outsourced equipment's (if any) in the main supply, the supplier shall do the co-ordination. Overall rectification /maintenance of the machine/equipment shall be the responsibility of the supplier.
- The successful bidder/supplier also needs to make alternate arrangement in case of major failure due to which services may be effected for longer period.
- After repairing or replacement of the part/component/device, the successful bidder/supplier needs to put the same into operation as in original condition.

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

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

Pre Delivery Inspection:

Pre Delivery Inspection will be conducted in as follows:

1. The supplier must inform CIPET Korba in writing atleast 10 days in advance for Pre Delivery Inspection.
2. Pre delivery Inspection is mandatory unless CIPET Korba issues communication in writing to the supplier for no requirement of PDI for any specific equipment/machinery.
3. All the Technical Parameters/Specification of the machine/Equipment shall be met as per the compliance of bidder/supplier in the Bid for clearance of Pre Delivery Inspection.
4. Workmanship shall also be an important criterion for clearance of PDI and dispatch thereof apart from the Technical Specification.
5. PDI Clearance Certificate shall be signed by representative of both the parties ie. Bidder/Supplier and CIPET Korba.
6. CIPET Korba reserves the right to cancel the Purchase Order if the machine/Equipment do not meet the specification complied by the bidder/supplier in the Bid document on the basis of PDI Report.

Installation:

1. The supplier shall intimate in advance about the Pre-installation requirements at the site regarding Civil/Electrical works.
2. The service Engineers for installation shall bring all the tools/equipment deemed fit for the purpose of successful installation/training.
3. Loading/Unloading shall be done under the supervision of the supplier's representative the expenditure towards loading/unloading of machine and equipment to be borne by supplier.ss
4. Any damage caused to the supplied Equipment/Machinery during transportation/installation shall be solely bidder/supplier responsibility.
5. It is mandatory for successful bidder/supplier to deploy the qualified professional for installation, commission of the equipment & training as defined under scope of work.
6. Installation, Commissioning and Training shall be accomplished in coordination with the user department of CIPET: CSTS, Korba.
7. The successful bidder/supplier shall provide the necessary technical support, Standard Operating Procedure (SOP)/User Manual and other information to the user department.
8. Any damage caused to the property of CIPET Korba while executing the job shall be solely bidder/supplier responsibility. In case any damage to the property is caused, the same will be recovered from the successful bidder/supplier. No any extra cost shall be paid to the successful bidder/supplier for such reasons.

Training:

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

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

Annexure-I

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY

Name Of Work: Supply & Installation of "Server"		
Technical Details		To be filled in by the Bidder
A	Enter Details and Upload Scanned Documents in GeM Portal	
S. No.	Particulars	Enter Details/ Upload Documents (Yes/No/NA)
1	Name of the Bidder	
2	Registered Office Address with PIN Code	
3	Contact No.	
4	Office E-mail ID	
5	Website Address (if any)	
6	Name of Contact person	
7	Mobile No.	
8	E-mail ID	
9	PAN (Permanent Account Number) Registration	
10	GST Registration Certificate	
11	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
12	The bidder should attach Income Tax Return (ITR) for the period (last 3 year) of F.Y. 2021-22, 2022-23, 2023-24 & 2024-25.	
13	The bidder should attach Audited Profit & Loss and Balance Sheet for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25.	
14	The bidder should attach Annual Turnover for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
15	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV.	

16	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.	
17	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
18	The bidder should submit the technical Catalogue clearly mentioning the Model number, name of equipment and technical details.	
19	The bidder should submit valid documentation as proof that the OEM has at least 15 years of experience and a presence in India.	
20	The bidder should submit valid documentation (i.e., an agreement copy with the OEM) as proof that the OEM has at least three (03) service centers in Chhattisgarh.	
21	The bidder should provide a signed Manufacturer Authorization Form on the OEM's letterhead, including the official's name, designation, mobile number, and email ID as per Section - IV.	
22	Bidders are required to attend the Pre-Bid meeting organized by the buyer, as per the schedule mentioned on the GeM Portal, to analyze the configuration of the existing desktop for configure the server. Bidders must attach the catalogue/datasheet of the product offered, along with a copy of the Pre-Bid Form as per Section XV. (Mandatory)	
23	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI.	
24	The bidder should mention the OEM's dedicated toll-free number for 24x7 service-related inquiries.	
25	The bidder should furnish the Scope of Supply in a Separate Sheet.	

B	Technical Specification - Server				
	Make / Manufacturer	Bidder to specify			
	Model	Bidder to specify			
Sl. No.	Description	Specification	Bidder's Specification	Deviation, if any	Justification
1	Form Factor	Tower			
2	Processors	1 X Intel® Xeon® Silver Processor ,2ghz, 16c/32t, 30m Cache, Turbo, Or Higher			
3	Memory	64 Gb Rdimmm Or More. Server Should Have Min 8 Dimms Per Processor And 16 Dimms Per System, Upgradable To Atleast 1tb			
4	Hdd Bays	Atleast 8x 3.5-Inch Sas/Sata Hdd Bays			
5	Raid Controller	12gbps Pcie 4.0 Controller, 8gb Non-Volatile Cache Supporting Raid 1, 5, 6			
6	Hard Disk Drives	2 X 480 Gb M.2 Drives In Raid 1 For Os And 2 X 2tb Sata 6gbps 7.2k Or Better			
7	Pcie Slots And Ports	System Should Support Atleast 6nos. Pcie Slots Out Of Which 2nos. X16 Gen5 Full-Height Slots, 4nos. Usb Ports, 1x Vga Ports, 1x Dedicated Management Port. Dvd +/-Rw Internal			
8	Ethernet	Two Nos. 1g Base-T Ports Or Better			
9	Graphics Card	Min. 4 Gb Nvidia Gddr6			
10	Out Of Band Access Controller	Eal2+ Certified Controller For Secure Local And Remote Server Management			
11	Operating System	Microsoft Windows Server 2022 Standard Or Latest			
12	Os Certification	Certified For Latest Version Of Red Hat Enterprise Linux, Suse Linux Enterprise Server, Microsoft Windows Server & Vmware			
13	Rps	Atleast 800w 80plus Platinum Certified 1+1 Redundant In Mixed Mode Power Supply			
14	Management	Support For Virtual Media, Virtual Folders, Remote File Share & Virtual Console			

15	Alerting	Monitoring Fan, Power Supply, Memory, Cpu, Raid, Nic For Impending Failure			
16	Access Control	Directory Services (Ad, Ldap), Two-Factor Authentication & Single Sign-On			
17	Security	Silicon-based Hardware Root of Trust			
		Automatic BIOS recovery			
		Firmware drift detection & alerting			
		Cryptographically signed firmware updates			
		Cryptographically-verified trusted booting meeting NIST SP 800-147B and NIST SP 800-155 standards			
		System lockdown feature to lock down configuration and firmware, protecting the server from inadvertent or malicious changes			
		Factory set unique default password for server for transit security			
		Persistent event logging including user activity			
		Drive security, including secure system erase for HDD & SSD			
		Dynamically enabled / disable USB ports to protect from USB-based attacks			
		Protection against compromised firmware execution			
		UEFI secure boot with custom certificates			
		Intrusion alert in case chassis being opened			
18	Accessories	Oem Make: Usb Keyboard, Usb Mouse, 24" Widescreen Tft / Led Backlight Color Monitors With:1920 X 1080 Or Higher Resolution / Compatible With Required Graphics Card /Viewing Angle.			
19	Warranty	3 years comprehensive warranty with 24x7x365 remote hardware support & next business day on-site support.			

केंद्रीय पेट्रोसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट) कोरबा

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, (CIPET)

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

CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

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

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

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

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

Additional Terms & Conditions

for

Supply & Installation

of

DESKTOP COMPUTERS

आवश्यक दस्तावेज़/Important Document

अपात्रता या अपेक्षित दस्तावेज प्रस्तुत न करने की स्थिति में बोली अस्वीकार की जा सकती है।

Bid is liable to be rejected in case of non-eligibility or non-submission of the requisite documents

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

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

IMPORTANT INFORMATION AND DATES

S.N	Description	Details
1	Purchaser	Central Institute of Petrochemicals Engineering and Technology, Korba
2	Online Bid submission of bid	www.gem.gov.in
3	Online Bid information available at	www.cipet.gov.in
4	EMD	As mention on GeM Portal
5	Performance Security	As mention on GeM Portal
6	Date of Bid Publication	As scheduled in GeM Portal
7	Last Date and Time for Submission of Bid	As scheduled in GeM Portal
8	Date, Time of opening of Technical bid	As scheduled in GeM Portal
9	Date and Time of opening of Financial bid	As scheduled in GeM Portal
10	CIPET KORBA - Online Bank Details	Bank Name- CANARA BANK Account Number – 120028053401 Account Name - CIPET CSTS KORBA HOLDING ACCOUNT IFSC Code - CNRB0002490 Vendor Code on gbiz portal of Canara bank- CVM5000000017876

CONTENT OF BIDDING DOCUMENTS

SECTION I. INSTRUCTIONS TO BIDDERS

A. Introduction

1. CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 45 locations.

B. The Bidding Documents

2. Content of Bidding Documents

- 2.1 The Bidding Documents include;
 - (a) Instruction to Bidders;
 - (b) Terms and Conditions of Contract;
 - (c) Technical Specifications;
 - (d) Manufacturer's Authorization Form;
 - (e) Bid Form;
 - (f) Contract Form (to be executed on 100 Rs. Non-Judicial Stamp / e-Stamp);
 - (g) Performance Security Form;
 - (h) Performance Statement;
 - (i) Deviation Statement;
 - (j) Bid Securing Declaration Form;
 - (k) Make in India Certificate;
 - (i) Land Border Declaration;
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
3. **Amendment of Bidding Documents**
 - 3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
 - 3.2 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at their discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

4 Documents Comprising the Bid

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

5. Bid Form

The Bidder shall complete the Bid Form and acceptance of all terms and conditions of Bid.

6. Bid Prices

- 6.1 The Bidder shall indicate on the price schedule attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract.
- 6.2 Fixed Price: Prices quoted by the Bidders shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7. Documents establishing Bidder's Eligibility and Qualifications

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

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

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

9. Period of Validity of Bids

- 9.1 Bids shall remain valid as per mention by buyer on GeM Portal (Min. 120 days). A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 9.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not permitted to modify its bid.

10. Submission of Bids

- 10.1 The detailed technical specification of the equipment is enclosed as Section IV of Bid document, Offer should be of two parts Viz., "**TECHNICAL BID**" and "**COMMERCIAL BID**". The content of the both bids should be as under;

(a) TECHNICAL BID should include the following:-

1. Detailed specification of the base equipment along with the specification of accessories, which are included in the Base unit.
2. Deviation Statement
3. Product Literature/Catalogue
4. Performance Statement/Certificate
5. Qualification Criteria
6. List of spare parts
7. List of optional accessories with their technical specification
8. Manufacturer's Authorization Form
9. Bid Form
10. Any other information which the bidder would like to state about the technically of the equipment
11. All other details mentioned in **Bid Document, ATC, Checklist and Scope of Supply**.

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

1. Statement showing the price of each items of spare parts and optional accessories which is mentioned in the Technical Bid (the acceptance and rejection of spare parts and optional accessories as per requirement will be at sole discretion of CIPET).
2. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders.
3. The quote should be in Indian Currency (INR).
4. The quoted price should include transportation, installation, loading/unloading of machinery/parts.
5. CIPET reserves the right to accept or reject any or all Bids at any stage either in part or in full without assigning any reasons thereof.

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

- 10.2 The proforma of Annexures /Sections in the Bidding document, wherever necessary, should be typed on the bidder's letter head and shall upload the same.
- 10.3 Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.
- 10.4 The Deviation Statement enclosed should be duly filled in and submitted along with Bidding Document. If the bidder is offering more than one options/models a separate Deviation statement for each of such quotes should be submitted along with the offer.
- 10.5 Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.
- 10.6 Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover Criteria. Hence the MSME / NSIC certificate should be submitted.

11. Deadline for Submission of Bids

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with Clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the dead-line as extended.

12. Evaluation and Comparison of Bids

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

12.2 The availability in India of spare parts and after-sales services for the equipment offered (imported goods) – in the bid; (the inclusion of cost of spare parts for comparison as per requirement will be at sole discretion of CIPET) CIPET reserves right to accept any bid and to reject any bid or all bids.

13. Contacting the Purchaser

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

D. AWARD OF CONTRACT

14. Post qualification

14.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

14.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8, as well as such other information as the Purchaser deems necessary and appropriate.

14.3 An Affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid,

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

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

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

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

17. Performance Security

Within 15 days of receiving the Notification of Award of Contract from the Purchaser, the successful Bidder shall furnish the Performance Security (as per the GeM Portal) in accordance with the Conditions of Contract, using 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, Education Hub, Syahimudi, Post-Gopalpur, Jamnipali, Korba-495450, Chhattisgarh, India.
- (b) The Supplier is

3. Performance Security

- 3.1 Within 15 days of the Supplier's receipt of the Purchase Contract, the Supplier shall furnish a performance security to the Purchaser for the percentage (%) specified on the GeM Portal of the contract value, valid up to 60 days after the date of completion of Performance Obligations, including warranty obligations.
- 3.2 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

(a) The Performance Security shall be of the amount equivalent to the annual contract value as per the percentage mentioned on the GeM Portal. It shall be submitted in the form of e-PBG/NEFT/RTGS/Online Mode to the following bank account:

- **Bank Name:** CANARA BANK
- **Account Number:** 120028053401
- **Account Name:** CIPET CSTS KORBA HOLDING ACCOUNT
- **IFSC Code:** CNRB0002490.

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

4. Delivery and Documents

A. Delivery-

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

B. Delivery Documents-

(a) For Imported Goods

- (i) Original and three copies of Supplier's invoice showing Goods description, quantity, unit price, total amount.
- (ii) Original and three copies of the negotiable clean, on -board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading.
- (iii) Five Copies of packing list identifying contents of each package.
- (iv) Insurance Certificate.
- (v) Manufacturer's /Supplier's guaranty certificate.
- (vi) Inspection certificate, issued by the nominated inspection agency and the supplier factory inspection report; and
- (vii) Certificate of Origin.
- (viii) Relevant documents having various parameters (Quality assurance check documents) for pre-delivery inspection / dispatch clearance.

(b) For Domestic Goods:

Original and Three copies of:

- (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
- (ii) Railway receipt /Acknowledgement of receipt of goods from the consignee(s);
- (iii) Manufacturer's /Supplier's guarantee Certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency and the
- (v) Supplier's factory inspection report.
- (vi) Prior intimation and co-ordination with respective CIPET centres for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site.

The above documents shall be received by the Purchaser before arrival of the goods (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.

7. Warranty/Guarantee

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

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

8. The Maintenance Service shall be as follows.

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

9. Payment terms and Time Lines:

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

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

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

Days = Calendar days

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

10. Prices

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

11. Sub-contracts

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

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

12. Resolution of Disputes

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

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

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

13. Notices

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

Purchaser: Central Institute of Petrochemicals Engineering &Technology (CIPET), Education Hub, Syahimudi,Post-Gopalpur, via-Jamnipali, Korba-495450, Chhattisgarh, India.

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

14. Supplier Integrity

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

15. Supplier Obligation

- 15.1 The Supplier is obliged to work closely with the Purchaser staff, act within its own authority and abide, by directives issued by the Purchaser on implementation activities.
- 15.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.
- 15.3 The Supplier is responsible for managing the activities of its personnel or sub-contacted personnel and will hold itself responsible for any misdemeanors.
- 15.4 The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

16. Technical Documentation

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

17. Liquidated Damages, Penalty for Delay in Supply Goods:

Delay in Supply & Penalty:

- a. If the bidder/supplier fails to deliver the requisite Machinery/Equipment/Software within the time limit as mentioned in the bid/Purchase Order/Work Order, then a sum equivalent to 0.5% of the total contract value shall be deducted from the payment from each calendar week of delay or part thereof (as per schedule of clause 9).
- b. The amount of penalty for delay in delivery & installation shall be subject to maximum limit of 5 % of the total contract value.
- c. Delay in excess of 90 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder/supplier will be forfeited.

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

Operational Penalties:

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

SECTION III. TECHNICAL SPECIFICATIONS

(Aide-Memoire)

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

(Refer Annexure -I)

SECTION IV. Manufacturers' Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer].

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid No.: _____

To,

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

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factory [insert full address of Manufacturer's factories] do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Bid of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION V. Bid Form

(To be given on Company Letter Head)

Date: _____

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Sub: Bid Form for Acceptance of Terms & Conditions of Bid-Reg.

Bid Reference No: _____

Name of Bid / Work: _____

Dear Sir,

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid/Work' from the CIPET web site/GeM portal.
2. I / We hereby certify that I / we have read the entire terms and conditions of the GeM Bid documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the GeM Bid conditions of above mentioned GeM Bid document(s) / corrigendum(s) in its totality / entirety.
5. I/We undertake, if my/our bid is accepted, to supply, install, and commission and maintain the offered goods and services in accordance with the delivery schedule specified in the GeM Portal/mutual acceptance with buyer.
6. I/We declare:
 - i) I/We hereby offer Goods and Services at the prices and rates mentioned in the Financial Bid of the GeM portal.
 - ii) I/We have carefully read and understood and abide by the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
7. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector Undertaking.
8. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION VI. Contract Form

THIS AGREEMENT made theday of,20.....

Between;

- A. Central Institute of Petrochemicals Engineering & Technology (CIPET), Situated at “CIPET”, Education Hub, Syahimudi, Post-Gopalpur, via Jamnipali, Korba - 495450, Chhattisgarh **(India)** (hereinafter known as “the Purchaser”) of one part, and
- B. (Name of Supplier) of (City and Country of Supplier) hereinafter “ the Supplier” of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total Value: in INR

Delivery Schedule:

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

Signed, Sealed and delivered by the

Said..... (For the Purchaser)

in the presence of :.....

Signed , Sealed and delivery by the

Said..... (For the Supplier)

in the presence of :.....

SECTION VII. Performance Security Form

Format for Performance Bank Guarantee

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

[To Be Established Through Any Of The National Banks (Whether Situated At Korba Or Outstation) With A Clause To Enforce The Same On Their Local Branch At Korba Or Any Scheduled Bank (Other Than Nationalised Bank) Situated At Korba. Bonds Issued By Co-Operative Banks Are Not Accepted.]

To,
Manager (Technical)
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India

PERFORMANCE BANK GUARANTEE

WHEREAS Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) have invited GeM Bids vide GeM Bid No..... Dt.for purchase of
AND WHEREAS the said GeM Bid document requires that any eligible successful GeM Bidder (seller) wishing to supply the equipment / machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Central Institute of Petrochemicals Engineering & Technology, Korba" in the form of Bank Guarantee for Rs and valid til..... from the date of issue of Performance Bank Guarantee may be submitted within 15 days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said GeM Bidder (seller) failing to abide by any of the conditions referred in GeM Bid document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Central Institute of Petrochemicals Engineering & Technology, Korba on demand and without protest or objection Rs (Rupees.....).

This bank further agrees that the decision of Central Institute of Petrochemicals Engineering & Technology, Korba (Buyer) as to whether the said GeM Bidder (Seller) has committed a breach of any of the conditions referred in GeM Bid document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the GeM Bidder (Seller) and/ or Indian Institute of Technology Bhubaneswar, Bhubaneswar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Indian Rs only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

SECTION VIII-Self-Declaration – No Blacklisting

(Date)

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

Ref: Bid for Supply & Installation of **Desktop Computers** at CIPET Korba-Reg.

Dear Sir/Madam

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

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

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

Thanking you,

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

Yours faithfully,

Signature..... Name.....
Seal of the organization

SECTION IX

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

QUALIFICATION CRITERIA

- (a) The bidder should be a manufacturer/authorized distributor/agent of a manufacturer, who must have designed, manufactured, tested and supplied the equipment(s) of similar to the type specified in the Schedule of requirements preferably to the Govt. labs / R & D units / Institutions / Universities & PSU's which shall be in successful operation for at least three years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies of similar/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.
- (e) The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.
- (f) An undertaking from the Original Manufacturer of the supply of goods/equipments (OEM) stating that they would facilitate the bidder on a regular basis with technology/product update should be submitted.

SECTION IX - A

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

PROFORMA FOR PERFORMANCE STATEMENT

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

Reference Bid No.....

Name of the Firm.....

Order Placed By: (Full address of Purchaser)	Order No and date	Description and quantity of the ordered equipment	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been working satisfactorily
			As per contract	Actual		

Signature and seal of the User department/Purchaser

(Please submit the copy of the installation / commissioning report)

SECTION X

PROFORMA FOR DEVIATION STATEMENT

Please see Clause 8.3 (C) of Instructions to Bidders

Bid Ref No.:

Name of the Firm:

Name of the Equipment quoted:

Model No.:

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

Yours Faithfully,

(Name)

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

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

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

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

To,
Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur,
Via Jamnipali, Korba-495450, Chhattisgarh, India.

Dear Sir

Ref: Bid Reference

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

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

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

Yours Faithfully,

(Name)

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

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

SECTION XII

Bid Securing Declaration Form

Date: *insert date (as day, month and year) of Bid Submission*

To

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

Ref Bid No.: _____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two Year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the GeM Bid, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIII

FORMAT FOR SELF-CERTIFICATION ISSUED BY OEM UNDER PREFERENCE TO MAKE IN INDIA ORDER

CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER

Date: [insert date (as day, month and year) of Bid Submission]

GeM Bid No.: _____

To:

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

We hereby declare that the items Quoted under GeM Bid No. _____ in the brand name of _____ & _____ (equipment details) are manufactured at (complete address) _____

Hence, its contains the local content of _____ in percent.

a) More than 50% (Class I)

b) More than 20% and Less than 50% (Class II)

(Strike out whichever is not applicable)

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt of India.

The value addition for the local content is done at (Name of the place & Address) _____.

The Country of Origin of the item(s) used in manufacturing of Equipment is/are _____.

Further, it is declared that finished Equipment is not imported and local Content not calculated on the basis of Transportation, Insurance, Installation, Commissioning, and Training & after sales services. But Equipment is Manufactured/Assembled in India at our Factory address _____.

The false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Seal of firm/company (where appropriate)

SECTION XIV

(To be submitted as part of tender/Technical Bid on company letter head)
(Along with supporting documents, if any)

Land Border Sharing Declaration

GeM Bid Ref. No

To:

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

Subject: Land Border Sharing Declaration In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020.

"I/ we..... have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.
OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

SECTION XV

(Shall be uploaded by the bidder on official letter head of bidder)

Pre Bid Form

To,

The Principal Director & Head

CIPET: CSTS-Korba,
Education Hub, Syahimudi,
Post Gopalpur via Jamnipali,
Korba – 495450, Chhattisgarh.

Subject – “Supply & Installation of Server” at CIPET, Korba.

Dear Sir/Madam

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Bid for the said works after having obtained the Bid document invited by you.
2. I / We have visited the site, examined the Desktop/Server Configuration specified in the Bid Document and acquired the requisite information relating thereto as affecting the Bid.
3. I / We hereby offer to execute and complete the works in strict accordance with the Bid Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Bid Document and the Annexures containing Terms and Conditions.
4. I/ We agree to pay all Government (Central and State) Taxes such as Sales Tax, Works Contract Tax, VAT, Excise Duty, GST etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same.
5. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever.
6. Should this Bid be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the said Contract/Buyer ATC.

Bidders Details: -

Name of Firm/Company : _____

Address of Firm/Company : _____

Name of Representative : _____

Name of Brand (to be quoted in Bid) : _____

Place:

Authorized Signatory & Seal
(Bidder)

Date:

Authorized Signatory & Seal
(CIPET, Korba)

Documents to be Submitted on GeM Portal:

In the technical bid section of GeM, the bidder/supplier is required to upload following documents:

CHECK LIST

S. No.	Particulars	Upload Documents (Yes/No/NA)
1	PAN (Permanent Account Number) Registration	
2	GST Registration Certificate	
3	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
4	The bidder should attach Income Tax Return (ITR) for the period (last 3 year) of F.Y. 2021-22, 2022-23, 2023-24 & 2024-25.	
5	The bidder should attach Audited Profit & Loss and Balance Sheet for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25.	
6	The bidder should attach Annual Turnover for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
7	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV.	
8	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.	
9	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
10	The bidder should submit the technical Catalogue clearly mentioning the Model number, name of equipment and technical details.	
11	The bidder should submit valid documentation as proof that the OEM has at least 15 years of experience and a presence in India.	
12	The bidder should submit valid documentation (i.e., an agreement copy with the OEM) as proof that the OEM has at least three (03) service centers in Chhattisgarh.	
13	The bidder should provide a signed Manufacturer Authorization Form on the OEM's letterhead, including the official's name, designation, mobile number, and email ID as per Section - IV.	
14	Bidders are required to attend the Pre-Bid meeting organized by the buyer, as per the schedule mentioned on the GeM Portal, to analyze the configuration of the existing Server for configure the Desktop Computers. Bidders must attach the catalogue/datasheet of the product offered, along with a copy of the Pre-Bid Form as per Section XV. (Mandatory)	
15	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI.	
16	The bidder should mention the OEM's dedicated toll-free number for 24x7 service-related inquiries.	
17	The bidder should furnish the Scope of Supply in a Separate Sheet.	
18	Signed ATC Documents.	

Important Bid Instruction for Bidder/Supplier:

Technical Bid:

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

Financial Bid:

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

Bidder/Supplier should upload this Financial Bid as per **Annexure -II** given below in Financial Stage Only and attached the price breakup of each items as per **Annexure -I**.

Supply and Installation of Desktop Computers at CIPET, CSTS Korba					
FINANCIAL BID					
In response to Bid enquiry cited above, we are pleased to enclose the following according to the specification mentioned in the Technical Bid as our financial bid for your kind consideration:					
Name of the Firm/Proprietor					
S.No	Particulars	Make/Model	Qty/Nos	Rate per Nos	Amount
1	Desktop Computers		80		
2	Packing & Forwarding Chargers				
3	Transportation Charges (Including Loading/Unloading of Machines)				
4	Installation/Demo Charges				
5	GST%				
	GRAND TOTAL				0.00
Amount In Words:(_____)					

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

Scope of Work

Name of Work as Mentioned:

Sr. No.	Supply of Machinery/Equipment's	Qty./Sets
1.	Desktop Computers (Refer Annexure-I for Technical Specification)	80

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

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

Place of Supply:

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

Warranty/ Maintenance:

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

- Free maintenance services shall be provided by the Supplier during the period of warranty.
- In case of failure, the successful bidder/supplier needs to repair or replace the faulty part/component/device to restore the services at the earliest.
- The cost of the repairing or replacement of faulty part/component/device has to be entirely borne by the successful bidder/supplier.
- All expenses related to part/component/device, including hiring of specialized technical expertise in case required, has to be borne by the successful bidder/supplier as part of comprehensive maintenance.
- In case of faults or maintenance in any outsourced equipment's (if any) in the main supply, the supplier shall do the co-ordination. Overall rectification /maintenance of the machine/equipment shall be the responsibility of the supplier.
- The successful bidder/supplier also needs to make alternate arrangement in case of major failure due to which services may be effected for longer period.
- After repairing or replacement of the part/component/device, the successful bidder/supplier needs to put the same into operation as in original condition.

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

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

Pre Delivery Inspection:

Pre Delivery Inspection will be conducted in as follows:

1. The supplier must inform CIPET Korba in writing atleast 10 days in advance for Pre Delivery Inspection.
2. Pre delivery Inspection is mandatory unless CIPET Korba issues communication in writing to the supplier for no requirement of PDI for any specific equipment/machinery.
3. All the Technical Parameters/Specification of the machine/Equipment shall be met as per the compliance of bidder/supplier in the Bid for clearance of Pre Delivery Inspection.
4. Workmanship shall also be an important criterion for clearance of PDI and dispatch thereof apart from the Technical Specification.
5. PDI Clearance Certificate shall be signed by representative of both the parties ie. Bidder/Supplier and CIPET Korba.
6. CIPET Korba reserves the right to cancel the Purchase Order if the machine/Equipment do not meet the specification complied by the bidder/supplier in the Bid document on the basis of PDI Report.

Installation:

1. The supplier shall intimate in advance about the Pre-installation requirements at the site regarding Civil/Electrical works.
2. The service Engineers for installation shall bring all the tools/equipment deemed fit for the purpose of successful installation/training.
3. Loading/Unloading shall be done under the supervision of the supplier's representative the expenditure towards loading/unloading of machine and equipment to be borne by supplier.
4. Any damage caused to the supplied Equipment/Machinery during transportation/installation shall be solely bidder/supplier responsibility.
5. It is mandatory for successful bidder/supplier to deploy the qualified professional for installation, commission of the equipment & training as defined under scope of work.
6. Installation, Commissioning and Training shall be accomplished in coordination with the user department of CIPET: CSTS, Korba.
7. The successful bidder/supplier shall provide the necessary technical support, Standard Operating Procedure (SOP)/User Manual and other information to the user department.
8. Any damage caused to the property of CIPET Korba while executing the job shall be solely bidder/supplier responsibility. In case any damage to the property is caused, the same will be recovered from the successful bidder/supplier. No any extra cost shall be paid to the successful bidder/supplier for such reasons.

Training:

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

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

Annexure-I

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY

Name Of Work: Supply & Installation of “Desktop Computers”		
Technical Details		To be filled in by the Bidder
A	Enter Details and Upload Scanned Documents in GeM Portal	
S. No.	Particulars	Enter Details/ Upload Documents (Yes/No/NA)
1	Name of the Bidder	
2	Registered Office Address with PIN Code	
3	Contact No.	
4	Office E-mail ID	
5	Website Address (if any)	
6	Name of Contact person	
7	Mobile No.	
8	E-mail ID	
9	PAN (Permanent Account Number) Registration	
10	GST Registration Certificate	
11	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
12	The bidder should attach Income Tax Return (ITR) for the period (last 3 year) of F.Y. 2021-22, 2022-23, 2023-24 & 2024-25.	
13	The bidder should attach Audited Profit & Loss and Balance Sheet for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25.	
14	The bidder should attach Annual Turnover for the period (last 3 year) of F.Y. 2022-23, 2023-24 & 2024-25 from certified by Chartered Accountant.	
15	The bidder should attach Self Declaration as per Section V, Section VIII, Section X, Section XII, Section XIII, Section XIV.	

16	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.	
17	The bidder should provide the list of his clients (Private/ Govt.) in last three years.	
18	The bidder should submit the technical Catalogue clearly mentioning the Model number, name of equipment and technical details.	
19	The bidder should submit valid documentation as proof that the OEM has at least 15 years of experience and a presence in India.	
20	The bidder should submit valid documentation (i.e., an agreement copy with the OEM) as proof that the OEM has at least three (03) service centers in Chhattisgarh.	
21	The bidder should provide a signed Manufacturer Authorization Form on the OEM's letterhead, including the official's name, designation, mobile number, and email ID as per Section - IV.	
22	Bidders are required to attend the Pre-Bid meeting organized by the buyer, as per the schedule mentioned on the GeM Portal, to analyze the configuration of the existing Server for configure the Desktop Computers. Bidders must attach the catalogue/datasheet of the product offered, along with a copy of the Pre-Bid Form as per Section XV. (Mandatory)	
23	An undertaking should be submitted by the Original Equipment Manufacturer (OEM) for the supply of goods/equipments stating that they would facilitate the bidder on a regular basis with technology/product update for 10 years as per Section - XI.	
24	The bidder should mention the OEM's dedicated toll-free number for 24x7 service-related inquiries.	
25	The bidder should furnish the Scope of Supply in a Separate Sheet.	

B	Technical Specification - Desktop Computers				
	Make / Manufacturer	Bidder to specify			
	Model	Bidder to specify			
Sl. No.	Description	Specification	Bidder's Specification	Deviation, if any	Justification
1	Form Factor	Tower			
2	Chassis	Tool-Less Chassis (Tool-Less Hard Drive, Memory & Optical Drive Removal)			
3	Chipset	Commercial Class Intel® Q670 Chipset Or Equivalent Or Latest			
4	Processor	Intel® 12th Generation (Min.) Core I5			
5	Memory	16 GB DDR-4 Memory Expandability Up To 64 GB With 2 DIMM Slots			
6	Storage	512GB* Pcie Nvme SSD & 1TB 7200RPM HDD, SMART IV (Self-Monitoring, Analysis And Reporting Technology) Or Equivalent (Optional)			
7	Graphics	Integrated Intel® UHD Graphics/2 GB Nvidia Graphics Card			
8	Audio	Integrated Audio Controller With Internal Speaker			
9	Operating System	Microsoft Windows 11 Professional Latest Version With Oem Cloud Recovery Option			
10	Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller Intel® Wi-Fi 6E AX211 802.11ax 2x2 With Bluetooth			
11	Ports	Video: 1 Display Port ,1 HDMI , 1 VGA, USB:2 USB 2.0, 3 USB 3.2 Gen 1, 3 USB 3.2 Gen 2, 1 USB Type C			
12	Keyboard	USB Wired Keyboard Same OEM As Desktop			
13	Mouse	USB Optical Wired Mouse Same OEM As Desktop			
14	Display	24" With Minimum Resolution Of 1920X1080, With VGA , HDMI,, TCO 8.0 Certified, (Same OEM As Desktop)			
15	Certifications	Microsoft Windows 11			
		FCC,CE, Rohs, UL, EPEAT, Energy Star, TCO, MIL STD 810			
		ISO 9001,14001,20001,27001 For OEM			

16	Slots (optional)	1 PCI Express V4.0 X16			
		1 PCI Express V4.0 X1			
		1 PCI			
		2 M.2			
		Integrated 5-In-1 SD Card Reader, 3 SATA Ports			
17	Manageability (optional)	Out-Of-Band Manageability Allowing Technician to Execute Full Remote Control Of Computing Endpoint Over An Ethernet Or Wi-Fi 802.11 Connection, Regardless Of OS State.			
		Endpoint Could Be On Premise Behind Corporate Firewall Or Outside The Corporate Firewall.			
		IT Admin Should Be Able To Monitor Full Boot Up / Reset Sequence, Including BIOS Access, To Identify Any Issue With The PC			
18	Warranty	3 Years Onsite			