#### CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING &TECHNOLOGY (CIPET)

# C I P E T-IPT LUCKNOW



#### E-TENDER DOCUMENT FOR

"Supply and Installation of Colour Spectrophotometer "at CIPET IPT Lucknow"

E-TENDER NO: CIPET: IPT/LKO/Colour\_Spectrophotometer/2020-21/01

LAST DATE FOR SUBMISSION OF E-TENDER BID: 18.01.2021 @ 14:00 Hrs.

#### CIPET- INSTITUTE OF PLASTICS TECHNOLOGY (IPT)

Department of Chemicals & Petrochemicals Ministry of Chemicals & Fertilizers Govt. of India

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### $CIPET-IPT/LKO/Colour\_Spectrophotometer/2020-21/01$

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# SECTION I. INSTRUCTIONS TO BIDDERS (A)INTRODUCTION

a. Central Institute of Petrochemicals Engineering & Technology (CIPET) was established in 1968 by Government of India with the assistance of United Nations Development Programme (UNDP) at Chennai. The main objective of setting up of the institute was to develop manpower in different disciplines of Plastics Engineering & Technology as no similar institute was in existence in the country. International Labour Organization (ILO) served as the executing agency. During the initial project period between 1968 and 1973, the institute achieved the targets envisaged and was rated as one of the most successful UNDP projects implemented worldwide. Today CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 28 locations - 5 High Learning Centres, 12 Other Learning Centres, 3 Specialized Centres, 2 R & D Wings, 5 Vocational Training Centre, 1 Petrochemical Data Services spread across the country catering to the needs of Polymer and allied industries. 11 more centres are in the process of establishment.

CIPET stands tall not only as a premier institute in the country but also emerged as a global institution renowned for its research & development in the niche areas of Polymer Science & Technology and high quality Education & Skill development in the field of plastics. CIPET has been accredited with ISO 9001:2008 QMS, ISO/IEC - 17025, ISO/IEC - 17020 certification on Design, Development and Conduct of specialized training courses in Plastics Engineering & Technology and rendering technical

/consultancy services in design, tooling, plastics processing & testing for the benefit of plastics & allied industry. Besides, STAR activities, CIPET also plays pivotal role in generating employment opportunities especially for unemployed and underemployed youth, promoting entrepreneurs though various skill development training programs.

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

CIPET renders Technology Support Service in the areas of design, tooling, plastics processing and testing and quality assurance in India and abroad. CIPET has been in the forefront of strengthening the technological capabilities and has been constantly building capacities and leveraging its expertise, caliber and skill sets to meet the emerging and evolving needs of the industries.

CIPET Centre in the state of Uttar Pradesh was established at Lucknow in the year 1986-87. It is situated in "Amausi Industrial Area" near to Airport and is spread in an area of 6.5 acres with all the necessary infrastructural facilities.

Prestigious Accreditation has been granted to CIPET:IPT-Lucknow for its UG Programs of B.Tech Plastics Engineering & Manufacturing Technology by National Board of Accreditation (NBA) for the Academic Year - 2018-19 to 2020-21. The accreditation is in the recognition of the Excellent Academic Performance and Placement of CIPET:IPT-Lucknow.

B.Tech. (Plastics Technology) Course is offered since 2008-09, B.Tech. (Manufacturing Technology) Course is offered since 2010-11 and M.Tech. (Plastics Technology) Course is offered since 2004-05.

#### (B) The Bidding Documents

#### 2. Content of Bidding Documents

- 2.1 The Bidding document include instruction to Bidders, Terms and Conditions of Contract, Schedule of Requirements, Technical Specifications, Manufacturer's Authorization Form, Bid Form and Price Schedules, Contract Form, Performance Security Form, Deviation Statement and declarations.
- 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.
- 3.3 It is the bidders' responsibility to visit the CIPET website: <a href="www.cipet.gov.in">www.cipet.gov.in</a> and www. Tenderwizard.com/CIPET frequently to know the latest updates/amendments/ corrigendum/ addendum/clarification if any.

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

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

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

#### 5. Bid Form

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

#### 6. Bid Prices

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

6.3 Agents and service facilities in India:

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

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

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

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

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

- 8.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.
- 8.2 The documentary evidence of the goods and services eligibility shall consists of a statement in the Price Schedule on the country of origin of the goods and services which shall be confirmed by a certificate of origin at the time of shipment.
- 8.3 The documentary evidence of the goods and services conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:
  - (a) a detailed description of the goods essential technical and performance characteristics;
  - (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., may be quoted as an additional cost, which may be considered if required; and

- (c) a clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications (As per deviation statement in section IX Annexured)
- 8.4 For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

#### 9 Period of Validity of Bids

- 9.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 9.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax or e.mail). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not be required or permitted to modify its bid.

#### 10. Submission of Bids

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.	Registration copy and GST Certificate of the organization
2.	The firm should enclose CA (Chartered Accountant) Signed Certificate confirming the Turnover valuing more than Rs. 60.00 Lakhs for the past three years (2017-18,2018-19,2019-20)
3.	The firm should enclose Audited Final Account (Balance Sheet, Profit & Loss A/c & Trading A/c) during the last Three Financial Years (2017-18, 2018-19 & 2019-20)
4.	The firm should enclose Income Tax Return during the last Three Assessment Years (2017-18, 2018-19 & 2019-20)
5.	Scanned Copy of NSIC /MSME /Startup certificate
6.	Bid Form ( Section VI)

7.	Authorization certificate from OEM (If not a Manufacturer for the machine / equipment) – (Section - V)
8.	Scope of supply Bill of Quantity(BOQ) - (Section-III) Pre-installation requirement
9.	Technical Catalogue / Brouchures / Leaflet clearly mentioning the Model number, name of equipment and technical details
10.	Client Certificate for Past Three year's supplies of similar/same goods/equipment's and satisfactory performance.  1. Performa for performance statement ( Section – IX-A) along with the certificate from the client/user organization.  2. Proforma for Deviation Statement (Section – X)
11.	Declaration - Land border with India (Section - X)
12.	Any other information which the bidder would like to state about the technicality of the equipment

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

- 1. Statement showing the price of the each items of spares parts and optional accessories which is mentioned in the Technical Bid.
- 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) only.
- 4. CIPET is exempted from paying Customs Duty (CDEC) in terms of GOI Notification No.51/96 Dated 23.07.1996, Notfn.No.47/2017-Integrated Tax (Rate) dt.14.11.2017 and Notfn.No.45/2017-Central Tax (Rate) dt.14.11.2017, Notfn.No.45/2017-Union Territory Tax (Rate) dt.14.11.2017, as amended from time to time

Custom Duty exemption and GST concessional rate certificate will be issued by CIPET only for the equipment used for R&D Purpose and same will be mentioned in the Price Bid. The rate should be quoted by the bidder by considering the Custom Duty exemption and GST concessional eligibility of CIPET.

- 5. CIPET reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.
- 10.2 The bids, which are not containing the statements, mentioned in 10.1 (a) & (b) are liable to be rejected.

- 10.3 The proforma of Annexures (Sections) in the Bidding document, wherever necessary, should be typed on the bidder's letter head and upload the same.
- 10.4 Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.
- 10.5 The Deviation Statement enclosed should be duly filled in and submitted along with Bidding Document. The bidder should write its parameter and not simply, "YES", "COMPLIED", "CONFIRM".
- 10.6 Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.
- 10.7 Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Prior Experience Prior Turnover Criteria is applicable; hence the MSME / NSIC certificate should be submitted.
- 10.8 In pursuance of Rule 153(iii) of GFR-2017, preference to "Make in India" shall be given in Procurement.
- 10.9 Restriction of Bidders from Countries sharing Land Borders with India: vide Department of Expenditure, MOF, Govt. of India OM No.6/18/2019-PPD dated: 23/07/2020 and its subsequent order dated 23.07.2020 and 24.07.2020 is applicable in this tender.

#### 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.
- The availability in India of spare parts and after-sales services for the equipment offered (imported goods) in the bid.

  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.
- The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8, as well as such other information as the Purchaser deems necessary and appropriate.
- An Affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid,

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

The Purchaser reserves the right at the time of award of Contract to increase or decrease of the quantity of goods and services specified in the Schedule of Requirements without any change in price or other terms and conditions. The tendered quantity can be increased or decreased by 25 (Twenty-Five) per cent for ordering, if so warranted.

#### 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 21 days of the receipt of Notification of award of Contract from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract.

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

- 1. The following are the Terms and Conditions of Contract.
- 2. Definitions
- (a) The purchaser is: CIPET-INSTITUTE OF PLASTICS TECHNOLOGY (IPT), B-27, Amausi Industrial Area, Nadargani, Lucknow-226008
- (b) Supplier is .....

#### 3. Performance cum Security Deposit

- 3.1 Within 21 days after the Supplier's receipt of Purchase Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 3 % of the contract value through Demand Draft has drawn in any nationalized bank in favour of CIPET A/c/ No. 533901011013003" (Union Bank of India) payable at Lucknow.
- 3.2 The performance security will be 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

#### **4.1** 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.

#### **4.2 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. Certificate of origin and
- vii. Prior intimation and co-ordination with respective CIPET centres for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site.
- 4.3 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.
- 4.4 Pre Delivery Inspection (PDI) will be conducted at Supplier site for contract value more than 10.00 Lakhs, by CIPET officials on receipt of confirmation from the supplier on readiness of equipment.
- 4.5 In case PDI is not conducted for any equipment at supplier site, for any reason, PDI will be conducted at CIPET before installation. In this case the payment term will be 100% payment after successful installation.

#### 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 equipment's
- ii. Commissioning of all equipment's. This includes trial run and proving test.
- (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods:

#### 6. Spare Parts

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

#### 7. Warranty/Guarantee

7.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and

materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.

- 7.2 This warranty/guarantee period shall remain valid as mentioned in the Technical Bid after the Goods or any portion thereof as the case may be, have been delivered and Commissioned at the final destination indicated in the Contract.
- 7.3 The Purchaser shall promptly notify the Supplier, in writing, of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- 7.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 7.6 The Supplier must provide the following warranties:
- (a) The equipment proposed is Complete in every way
- (b) The hardware/software specification, Capabilities and performance characteristics are as stated in the bidder's proposal and accompanying documentation.
- (c) The supplier will offer to the Purchaser all technological updates, cost reductions and facilities, which are offered to other clients, in India, during the Contract tenure.

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

#### The MAINTENANCE SERVICE shall be as follows.

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

#### 8. Payment

#### 8.1 Contract Value less than or equal to 10.00 Lakhs

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

100% payment will be released on supply, installation and final acceptance after commission at site and submission of claim supported by the acceptance certificate issued by the Purchaser's Representative.

#### 8.2 Contract Value more than 10.00 Lakhs

- **90%** payment will be released on completion of Pre Delivery Inspection (PDI), Supply of Goods received at the destination and submission of claim supported by the acceptance certificate issued by the purchaser's representative.
- 10% payment will be released on final acceptance after commissioning at site and completion of training and submission of claim supported by the acceptance certificate issued by the Purchaser's Representative

In case PDI is not conducted for any equipment at supplier site, for any reason, PDI will be conducted at CIPET before installation. In this case the payment term will be 100% payment after successful installation.

#### 9. Prices

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

#### 10. Sub-contracts

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

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

#### 11. Resolution of Disputes

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

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

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

#### 12. Notices

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

Purchaser: CIPET-INSTITUTE OF PLASTICS TECHNOLOGY (IPT),

B-27, Amausi Industrial Area, Nadarganj, Lucknow-226008.

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

#### 13. Supplier Integrity

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

#### 14. Supplier Obligation

- 14.1 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.
- 14.2 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.
- 14.3 The Supplier is responsible for managing the activities of its personnel or sub-contacted personnel and will hold itself responsible for any misdemeanors.
- 14.4 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.

#### **15.** Technical Documentation

15.1 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.

#### 16. Liquidated Damages:-

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

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elivery Schedule

#### SECTION IV. TECHNICAL SPECIFICATIONS

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

Sl No.	Parameters	Details	
1	Make		
2	Model	Bidder to specify	
		Bidder to specify	
3	Purpose	To measure colour, Yellowness Index as per various Indian and International Standards	
4	Applicable Standard	ASTMD-1925, ASTME313, ASTMD 2244, ASTME1164, DIN 5033, JIS Z 8722, ISO7724/1, CIE 15:2004 etc.	
5	Light Source	Pulsed Xenon lamp filtered to approximate D65	
6	Viewing Aperture	Large area view: 1.75 in illuminated, 50mm measured	
		Small area view: 1.75in, 1.00in, 0.50in, 0.25in & 0.13in illuminated	
	Y	2in, 1.20in, 0.7in,0.40in, 0.20in measured	
7	Lens switching for LAV/SAV	Automatic	
8	Spectral Range	400-700nm	
9	Resolution	<3nm	
10	Effective Band width	10nm equivalent triangular	
11	Photometric Range	0-150%	
12	Photometric Resolution	0.003%	
13	Light Source	Pulsed Xenon Lamp, Filtered to approximate D65 daylight	
14	Lamp Life	1 billion flashed or better	
15	Automatic UV Control	420nm cutoff filter for UV control & UV Exclusion	
16	Measurement Time	<3 seconds. (Except 3mm area<10sec.)	
17	Calorimetric Repeatability	For white tile $\Delta E$ <0.0.09 for 44mm (1.75in)	
		For blue denim tile $\Delta E < 0.07$ for 44mm (1.75in).	
18	Inter Instrument Agreement	ΔE<0.15 (Avg) for 44mm (1.75in)	
		ΔE<0.36 (Max) for 44mm (1.75in) CIF Lab (Max.)	
19	Equipment to be supplied with	Calibrated white UV Fluorescent Standard with NIST	
	all essential Accessories such as	Traceable Certificate of Calibration-01	
		Sample cut Opaque cover-01 No	
		Glass sample cut (2.5in)-04 Nos.	
		Part insert 2.5in class sample cut holder -01 No. Sample clamp assembly -01 No.	
		Other parts like cable adopter, power card etc.	
		Black calibration light Trap	
		Green check tile	
20		Suitable advanced software & manual	
20	Color matching software to measure L, a, b $\Delta$ xyz	Suitable advanced software inbuilt with instrument	
21	Other Mandatory Accessories	While supplying the matching the supplier should also provide	
		Branded PC (if required for operation) of best configuration	
		with necessary software including software for colour	
		matching & Colour printer suitable for the instrument	
		operation  Project of 17% 01 Sectors	
		Basic tool Kit-01 Set	
		Hard copies of operational & Service Manual-01 Set	
		The Machine should come with all other essential	
		Onsite free operational training	

#### SECTION V MANUFACTURER'S AUTHORIZATION FORM

	dated	
To CIPET-INSTITUTE OF PLASTICS TO B-27, Amausi Industrial Area, Nadarg	` //	
Dear Sir		
	Ref: Bid Reference	
Wereputable manufacturers of	who are est	ablished and
-	having factori	ies at
and	_	hereby
· ·	and conclude the contract with you against the contract in regard to this business against	
We hereby extend our full guarantee a	and warranty as per clause 8 of the Terms an	d Conditions
of Contract for the goods offered for	supply and subsequent maintenance, supply	of spares &
services in the event of award of contra	ect, against this invitation for bid by the above	e firms.
	Yours Faithfully	,
	(Name) for and on behalf of M/s (Name of Manufactures)	

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

CECT	TANI 1	CT DI	
5F.C.I.	1111	v I. BII	) FORM

Date:  Contract No.:
To: CIPET-INSTITUTE OF PLASTICS TECHNOLOGY (IPT), B-27, Amausi Industrial Area, Nadarganj, Lucknow-226008
Gentlemen:
Having examined the Bidding Documents, including Addenda Nos.(insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Goods and Services) in conformity with the said Bidding Documents for the sum of (Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.
I/We have examined the details of the equipment's to be supplied and have carefully noted the conditions of contract and the specification /drawings with all stipulations of which I/we agreed to comply.
We undertake, if our bid is accepted, to commence delivery within (Number) days and to complete delivery of all the items and perform incidental services as specified in the Contract within (Number) days calculated from the date of receipt of your Notification of Award/Letter of Credit.
If our bid is accepted, we will obtain the performance security in the form of Demand Draft for the due performance of the Contract.
We agree to abide by this bid for a period of (Numbers) days from the date fixed for bid opening under Clause 9 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
We understand that you are not bound to accept the lowest or any bid you may receive.  Dated thisday of
Signature:
(in the capacity of):
Duly Authorized to sign bid for and on behalf of

#### **SECTION VII. CONTRACT FORM**

THIS AGREMENT made the	day of,	20	
Between Principal Director & Head, CIPET-IP	Γ, B-27, Amausi Inc	dustrial Area, Kanp	our Road,
Lucknow Uttar Pradesh on behalf of its Director	r General, CIPET, C	Chennai-600032, (h	ereinafter
"the Purchaser") of one part and (Name of	Supplier) of (City	and Country of	Supplier)
hereinafter "the Supplier" of the other part:		·	

**WHEREAS** the Purchaser is desirous that certain equipment's 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) Bidding document
  - (b) the bid Form and Price schedule submitted by the Bidder;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) terms and Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Total Val	lue : INR				
Delivery	Schedule:				
	NESS whereof the parties e with their respective laws t				
Signed, Se	ealed and delivered by the				
Said(For the Purchaser)					
in the presence of :					
Signed, Sealed and delivery by the					
Said(For the Supplier)					
in the presence of :					

#### **SECTION-VIII**

#### (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/Industries which shall be in successful operation for at least three years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies of similar/same goods/equipment's and satisfactory performance in the proforma given under Section IX-A.
- (c) Bidders shall invariably furnish documentary evidence (Client's Certificates) in support of the satisfactory operation of the equipment as specified above
- (d) The bidder should furnish the Scope of Supply in a Separate Sheet, BOQ & Pre-Installation Requirement.
- (e) The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.
- (f) An undertaking from the Original Manufacturer of the supply of goods/equipments (OEM) stating that they would facilitate the bidder on a regular basis with technology/product update should be submitted.

# **SECTION VIII - A**

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

## PROFORMA FOR PERFORMANCE STATEMENT

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

Bid No	Date of opening	Time	Hours
Name of the Firm			

Order Placed By (Full address	Placed By and quantit		Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily
of Purchaser)				As per contrac t	Actua I		·
1	2	3	4	5	6	7	8

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

SECTION IX							
	<u>PR</u>	OFORMA FOR DEVIATION STATEMENT	<u>ON</u>				
Please see Clause 8.3 (C) of Instructions to Bid Ref No.							
Name of the							
Firm	:						
Name of the Equipement	t quoted						
Model No.:							
Purchaser's Specification	Bidders Specification	Deviation, if any	Justification for deviation	Remark s			

**Note:** Separate Deviation statements should be submitted along with the bid for all models / alternative quotes. Merely writing "CONFIRM", "COMPLY", "YES" in the bidders specification is liable be to rejected. It should be bidder specification parameters.

#### **SECTION X:**

# CERTIFICATE WITH REGARD TO THE BIDDER **HAVING** A LAND BORDER WITH INDIA

Tender No	. Dt:
OM No.6/18/2019-PPD dated: 23/07/20	Department of Expenditure, MOF, Govt. of India 20 and its subsequent order dated 23.07.2020 and occurement from a bidder of a country which shares a
I hereby certify that, M/sand is eligible to be considered. (Evidence be attached wherever applicable)	fulfils all requirements in this regard e of valid registration by the competent authority shall
	(Name of the Firm/entity) Authorized Signatory Signature and Seal
CERTIFICATE WITH REGARD TO	O THE BIDDER <b>NOT HAVING</b> A LAND BORDER WITH INDIA
Tender No	Dt:
OM No.6/18/2019-PPD dated: 23/07/20	Department of Expenditure, MOF, Govt. of India 20 and its subsequent order dated 23.07.2020 and occurement from a bidder of a country which shares a
I hereby certify that	is not from such a country.
	(Name of the Firm/entity)

Authorized Signatory Signature and Seal

#### **SECTION-XI:**

#### **BID SECURING DECLARATION FORM**

E-Tender No. :CIPET-IPT/LKO/Colour\_Spectrophotometer/2020-21/01

To, CIPET-INSTITUTE OF PLATICS TECHNOLOGY (IPT), B-27, Amausi Industrial Area, Lucknow-226008

I/We, The undersigned, declare that:

I/We accept that I/We may be disqualified from bidding for any contract with you for a rapid of one 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 tender, 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 instruction 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 successful Bidder; (ii) thirty days after the expiration of the validity of my/our Bid.

Date:	Seal & Sign. of bidder
Place :	