

CIPET



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**TENDER BIDDING DOCUMENT
FOR PROCUREMENT OF
MACHINERY / EQUIPMENTS**

E-TENDER (Online) No.: CIPET/ABAD/PUR/2018/17

LAST DATE FOR SUBMISSION OF BID:28.01.2019 up to 15.00 Hrs

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

CIPET: CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

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

Plot No J-3/2, MIDC Industrial Area, Chikalthana, Aurangabad - 431 006

दुरभाष : 0240- 2478302- 308,फैक्स: 0240-247833 ई-मेल aurangabad@cipet.gov.in Email :

aurangabad@cipet.gov.in / cipetabad@gmail.com Website : www.cipet.gov.in

e-TENDER NOTICE

E-Tender Notice No.: CIPET/ABAD/PUR/2018/17

CIPET invites e-Tender under Two bid system for the supply of following item.

S L	Description	EMD	Eligibility	Tender Fees
01	Colour spectrophotometer	Rs. 24,000.00 (Rupees Twenty Four Thousand only)	Manufacturer / supplier	2500.00
02	Servo Hydraulic Type Pet Preform Injection Molding Machine With Mold	Rs. 60,000.00 (Rupees Sixty Thousand only)	Manufacturer / supplier	2500.00
03	Fully Automatic PET Stretch Blow Moulding Machine with standard accessories and Support Equipments	Rs. 40,000.00 (Rupees Forty Thousand only)	Manufacturer / supplier	2500.00
04	Air Compressor	Rs. 4,000.00 (Rupees Four Thousand only)	Manufacturer / supplier	500.00
05	Glow wire testing equipment	Rs. 6,000.00 (Rupees Six Thousand only)	Manufacturer / supplier	500.00
06	Volume & Surface resistivity testing equipment	Rs. 10,000.00 (Rupees Ten Thousand only)	Manufacturer / supplier	500.00
07	Xenon Arc Weatherometer testing equipment	Rs. 90,000.00 (Rupees Ninety thousand only)	Manufacturer / supplier	2500.00
08	Dielectric strength tester testing Equipment	Rs. 6,000.00 (Rupees Six Thousand only)	Manufacturer / supplier	500.00
09	Hydraulic hand lifters Crane	Rs. 10,000.00 (Rupees Ten Thousand only)	Manufacturer / supplier	500.00
10	Arc Resistance tester testing equipment	Rs. 4,000.00 (Rupees Four Thousand only)	Manufacturer / supplier	500.00

Critical Date sheet:

Date of Publication & Bid Document download / submission start date	06.01.2019	11.00 Hrs
Bid Submission Last Date	28.01.2019	15.00 Hrs
submission of EMD Online Transfer CIPETA/c No- 11162576624 IFSC: SBIN0003449	28.01.2019	14.00 Hrs
Technical Bid Opening Date	28.01.2019	16.00 Hrs

Two BID SYSTEM Viz. TECHNICAL and COMMERCIAL BID/PRICE WILL BE FOLLOWED.

CIPET reserves the right to Consider/Reject any or all tenders at any time or at any stage without assigning any reason. Director & Head decision will be final in all respects.

Specific Instructions to bidders for e-Tender Participation

1. Submission of Online Bids is mandatory. 2. The CIPET, Aurangabad has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

3. Bidders should have valid Class 3 Digital Signature Certificate. For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. The prospective bidders have to register with the E-tender system of CIPET at www.tenderwizard.com/CIPET. On completion of the registration process, the bidders will be provided user ID and password. In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing certificates).

5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.

6. The tenderers shall submit EMD in Online form at the scheduled time. **(Only EMD Exemption MSME and NSIC as per Rules and Regulation)**

7. Tenderer may download the tender enquiry documents from the web site www.tenderwizard.com/CIPET or www.cipet.gov.in or www.eprocure.gov.in/cppp.

8. The submission of tender online can only be done thru' www.tenderwizard.com/CIPET.

9. Tenderers shall ensure that their tenders, complete in all respects, are submitted online through www.tenderwizard.com/CIPET. No DEVIATION is acceptable.

11. It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The schedule of rate (Excel Format) may be downloaded and rates may be filled appropriately.

This file may also be saved in a secret folder on your computer.

12. While uploading the documents, it should be ensured that the file name should be the name of the document itself.

IMPORTANT NOTE :

1) **EMD** should be deposited in Online (Online Transfer CIPETA/c No- 11162576624 IFSC: SBIN0003449) (**Only EMD Exemption MSME and NSIC as per Rules and Regulation**)

2) Bidders may contact, after successful submission of Registration details and Vendor registration fee and processing fee (as applicable), to Helpdesk (as given below) for any assistance required in this regard.

3) CIPET reserves the right to reject any or all the bids or cancel / withdraw the Notice inviting Tender without assigning any reason.

Helpdesk

Contact detail

Remarks

080-40482000

09894191904

09941947400.

[Between 9:30 hrs to 18:00 hrs]

Implementing agency's (KEONICS) contact details

E-mail ID-

cipethelpdesk@gmail.com,

twhelpdesk438@gmail.com,

prabhudevbj@gmail.com;

gauravkumarster@gmail.com

Director & Head,

CIPET, Aurangabad

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 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

B. THE BIDDING DOCUMENTS

2. Content of Bidding Documents

2.1 The Bidding Documents include;

- a) Instruction to Bidders;
- b) Terms and Conditions of Contract;
- c) Schedule of Requirements;
- d) Technical Specifications;
- e) Manufacturer's Authorization Form;
- f) Bid Form and Price Schedules;
- g) Contract Form;
- h) Performance Security Form;
- i) Deviation Statement;

2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

3. Amendment of Bidding Documents

3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.

3.2 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at their discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

4 Documents Comprising the Bid

4.1 The bid prepared by the Bidder shall comprise the following components:

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

5. Bid Form

5.1 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

The Bidder shall indicate on the price schedule attached(Online) to these documents, the unit prices and total Bid Prices of the goods inclusive of all taxes & customs duty/IGST exemption under Notification No. 51/96 issued by Department of Scientific & Industrial Research (DSIR), proposed to supply under the Contract. The Price Bid forming part of Commercial Bid is mentioned in Online.

6.1 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For goods offered from within India:
 - (i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the shelf or delivered as applicable, including all duties and sales and other taxes already paid or payable:
 - a. On components and raw material use in the manufacture or assembly of the goods quoted ex-factory; or
 - b. On the previously imported goods for foreign origin quoted ex-showroom, ex-warehouse or off-the shelf.
 - (ii) Any purchaser-country sales and other taxes which will be payable on the goods if this Contract is awarded;
 - (iii) Charges for inland transportation, insurance and other costs incidental to delivery
 - (iv) of the goods and services to their final destination during erection and commissioning of equipments and
 - (iv) The cost of service/incidental services including installation,

commissioning, training etc., as listed in clause 6 of the Terms and Conditions of Contract.

(b) For goods offered from abroad:

- (i) The price of goods quoted **CIF – Seaport /CIP- Airport**, Mumbai
Port in India: In quoting the price, the Bidder shall be free to use ocean transport through vessels registered in any eligible source country, or through shipping conferences in which the majority of the shipping lines are from such eligible source countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (ii) Charges for dock handling and port clearing excluding customs duty: Payment of customs duty, getting release orders from customs by preparation of Import licenses etc., alone will be done by Purchaser.
- (iii) Charges for Inland transportation, insurance and other costs incidental to delivery of the goods and services to their final destination and
- (iv) The cost of incidental services listed in Clause 6 of the Terms and conditions of Contract including trial run of equipments.

6.2 The Bidder's separation of the price components in accordance with para. 6.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in anyway limit the Purchaser's right to contract on any of the terms offered.

6.3 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.

6.4 Agents and service facilities in India :

- (a) 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.
- (b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic transfer buying market rate of exchange ruling on the date of award of Contract and shall not be subject to any further exchange variation.

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

- (c) A clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the goods and services substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications (As per deviation statement in section IX Annexured)

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 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

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

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

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

1. Detailed specification of the base equipment along with the specification of accessories, which are included in the Base unit.
2. Deviation Statement
3. Product Literature
4. Proforma for Performance Statement
5. Qualification Criteria

6. List of spare parts included (without quoting the price)
7. List of optional accessories with their technical specification. (without quoting the price)
8. Manufacturer's Authorization Form
9. Bid Form
10. Any other information which the bidder would like to state about the technically of the equipment.
11. List of document as per list

Note: Technical Specifications of the Machineries/ Equipments will be considered as per the suitability / usefulness for the Institute for utilization.

(b). The cover named "COMMERCIAL BID" (Online) should include the following:-

1. Price Schedule
2. Statement showing the price of the Basic equipment along with the prices of the optional accessories which are included in the Technical Bid.
3. Statement showing the price of the each items of spare parts which is included in the Technical Bid (the acceptance and rejection of spare parts as per requirement will be at sole discretion of CIPET)
4. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders.
5. Terms and conditions of Contract and the details of the Tax, Duties, Insurance, Transportation charges etc.
6. Any other information

The bids, which are not containing the statements, mentioned in 11.1 (a) & (b) are liable to be rejected.

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

"Director & Head, Central Institute of Plastics Engineering & Technology, Plot No. J-3/2, MIDC Industrial Area, Aurangabad-431006 , India".

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

11.2 If the envelope is not sealed and marked, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

11.3 The Bid Document purchased need not be submitted along with your offer. It contains only the instruction to bidders, Terms & Condition of the contract and proforma of schedules to be submitted along with your offer.

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

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

11.6 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.

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

12. Deadline for Submission of Bids

12.1 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.

13. Late Bids

13.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, Pursuant to Clause 12, will be rejected and/or returned unopened to the Bidder.

14. Evaluation and Comparison of Bids

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

14.2 The Purchaser's evaluation of a bid will take into account, in addition to the bid price and price of incidental services including installation & commissioning, the following factors, in the manner and to the extent indicated in the Technical Specification:

- (a) Cost of dock handling and clearing charges, if applicable, inland transportation, insurance/and other local cost within the purchaser's country incidental to delivery of goods to their/final destination and erection and commissioning.
- (b) Delivery schedule offered in the bid;
- (c) Deviations in payment schedule from that specified in the Terms and Conditions of Contract;

- (d) The cost of components, spare parts and service;
- (e) The availability in India of spare parts and after-sales services for the equipment offered – in the bid;

14.3 The following evaluation methods will be followed:

- (a) Inland Transportation, ex-factory/from port-of-entry, Insurance and Incidentals:
 - (i) Cost of dock handling and clearing charges if applicable, inland transportation, Insurance and other local costs within the purchaser's country incidental to delivery of goods to their final destination and erection and commissioning (including final testing).The above costs will be added to the ex-factory/CIF/CIP bid price.

(b) Delivery Schedule:

1. The Purchaser desires to have delivery of the goods covered under the invitation, at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable ocean and inland transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory/CIF/CIP price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 10 months of signing the Contract and establishment of the Letter of Credit will be treated as non-responsive.
2. Before Delivery inspection carried out by CIPET technical officer/inspector and the expenses for the inspection will be borne by CIPET.

(c) Deviation in Payment Schedule:

The Terms and Conditions of Contract indicate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of Eighteen percent per annum.

15. Contacting the Purchaser

15.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

D. AWARD OF CONTRACT

16. Post qualification

16.1 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.

16.2 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.

16.3 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, in which event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

17.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by up to 15% of the quantity of goods and services specified in the Schedule of Requirements (rounded off to the nearest whole number) without any change in price or other terms and conditions.

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

18.1 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.

19. Performance Security

19.1 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, in the Performance Security Form provided In the Bidding Documents .

SECTION-II. TERMS AND CONDITIONS OF CONTRACT

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

2. Definitions

- (a) The purchaser is : CIPET, Plot No. J-3/2, MIDC Industrial Area, Chikalthana,, Aurangabad- 431006, M.S. , India,
- (b) The Supplier is

3. Performance Security

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 5% 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) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized bank located in India or a bank located abroad acceptable to the Purchaser, and in the form provided in the Bidding Documents or another form acceptable to the purchaser; or
- (b) Demand Draft or a Cashier's cheque, in favour of CIPET, payable at Aurangabad, Maharashtra. (INDIA).

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) For imported Goods
Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc, The Supplier shall mail the following documents to the purchaser, with a copy to the Insurance Company.
 - (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.

The above documents shall be received by the Purchaser at least one week before arrival of goods at the port and if not received, the Supplier will be responsible for any consequent expenses.

(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 Supplier's factory inspection report.
- (iv) Certificate of origin and
- (v) Document evidence for sales tax/octroi etc., wherever applicable, bearing seal of office of issue indicating payments made extra.

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

In the case of imported goods the marine insurance shall be in an amount equal to 110% of the CIF Value of the goods from "Warehouse to Warehouse" on "All Risks" basis including War Risks and Strike Clauses. In the case of domestic goods, the insurance shall be at least in an amount equal to 110% of ex-works value of goods from "Warehouse to Warehouse"(Final destination) on an "All Risks" basis including War Risks and Strike Clauses. The insurance should be valid for a period of not less than 3 months after the date of arrival of goods at the final destination.

6. 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:

7. Spare Parts

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

8. Warranty/Guarantee

8.1 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.

8.2 This warranty/guarantee shall remain valid for 12 months 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.

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

8.4 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.

8.5 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.

8.6 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.

The MAINTENANCE SERVICE shall be as follows.

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

9. Payment

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

- (i) **On Receipt of Goods:** 90% of the Contract Price for supply of Goods received shall be paid within 30 days of receipt of goods at the destination and submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative.
- (ii) Erection of Goods and Final Acceptance after commissioning at site: 10% of the Contract price for supply and 100% cost for erection./commissioning and other incidental services, on completion of erection and commissioning of Goods/ Equipments at site and other service certificate issued by the Purchaser's representative. Payment of Local currency portion including Agency Commission :50% of the payment shall be made in Indian Rupees within (30) days of presentation claim supported by a certificate from the Purchaser declaring that the goods have been delivered and that all other contracted services have been performed. The balance 50% of the value on acceptance of the goods by the Purchasers after commissioning and trial run.
- (iii) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for documentary credit of the International Chamber of Commerce.
- (iv) The L.C. will be confirmed at Supplier's Cost, if requested specifically by the Supplier
- (vi) If L.C. is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

10. Prices

Prices payable to the supplier as stated in the contract shall be firm and not subject to any adjustment. IGST exemption on imported equipments under Notification 51/96 shall apply to CIPET on production of DSIR Exemption Certificate..

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 Plastic Engineering & Technology, Aurangabad Plot No. J-3/2, MIDC Industrial Area, Chikalhana, Aurangabad-431006, Maharashtra. (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:-

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

SECTION III. SCHEDULE OF REQUIREMENTS

Sr. No.	Brief Description	Quantity	Delivery Schedule
01	Please Refer Technical Specification Sheet separated attachment	01	45 days

SECTION IV. TECHNICAL SPECIFICATIONS
(Aide-Memoire)

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

Technical specification Sheet (separated Attached)

SECTION V MANUFACTURER'S AUTHORIZATION FORM

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

To
M/S. Central Institute of Plastics Engineering & Technology
Plot No. J-3/2, MIDC Industrial Area,
Chikalthana ,
Aurangabad- 431006,
Maharashtra, India.

Dear Sir

Ref: Bid Reference

We who are established and
reputable manufacturers ofhaving factories at
.....and.....do hereby authorize
M/S..... (Name
and address of Agents) to bid, negotiate and conclude the contract with you against the
above Bid.

No company or firm or individual other than
M/S..... are authorized to bid, negotiate and
conclude the contract in regard to this business against this specific Bid.

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

Yours Faithfully,

(Name)
for and on behalf of M/S.....
(Name of Manufactures)

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

SECTION VI. BID FORM AND PRICE SCHEDULES (Upload Online)

Date:.....

Contract No:.....

To
M/S. Central Institute of Plastics Engineering & Technology
Plot No. J-3/2, MIDC Industrial Area,
Chikalthana ,
Aurangabad- 431006,
Maharashtra, India.

Gentlemen,

Having examined the Bidding Documents including Addenda Nos.(insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Goods and Services) in conformity with the said Bidding Documents for the sum of (Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

I/We have examined the details of the equipments to be supplied and have carefully noted the conditions of contract and the specification /drawings with all stipulations of which I/we agreed to comply.

We undertake, if our bid is accepted, to commence delivery within (Number) days and to complete delivery of all the items and perform incidental services as specified in the Contract within (Number) days calculated from the date of receipt of your Notification of Award/Letter of Credit.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding.....% of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for a period of (Numbers) days from the date fixed for bid opening under Clause 9 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and you notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of.....20.....

Signature:

(in the capacity of):.....

Duly Authorized to sign bid for and on behalf of

PRICE SCHEDULE (Bid upload Online as per format Only)

Design , supply, installation & commissioning of

Country of Origin:

Model:

S.No	Items description	Quantity	Unit Price (in Foreign rate Currency)	Total Price	Exchange rate	Total Price (Rs.)
1	2	3	4	5	6	7

1. Cost of Supply of Equipment

a) (i) CIF at Aurangabad (Insurance & Freight to Aurangabad)
(in case of goods offered form abroad)

(ii) Cost of goods Ex-factory
(in case goods offered from within India)

b) Port Clearance
(excluding customs duty)

c) Inland transportation to Aurangabad.

d) Insurance & Incidental cost (till Handing over the machine including Third party liabilities)

e) All other associated cost till Erection and commissioning

2. Incidental Services

Cost of Installation, commissioning, Testing, furnishing of tools, Supply of manuals, training and maintenance of equipment

- a) On site installation, Commissioning & Testing
- b) Supply of manuals
- c) Training at manufacturer's site

3 Maintenance Tools

4. Spare parts required during the initial 2 years period of operation of the equipment.
5. Total Bid price (in Rupees only) (excluding cost of spare parts)
Total Bid price (in words).
6. Taxes other levies
 - a) GST
GRAND TOTAL (in Rs.):
GRAND TOTAL (in Words)
7. Indian Agents Commission as a % of CIF price included in the quoted price
8. Indian Agent's Name

NOTE : a) In case of discrepancy between unit price and total price, the unit price shall prevail.

- b) The bidder shall give the list of spare parts for two years operation separately indicating description, quantity, unit price in a separate format for these items whose scope of supply includes spare parts .
- c) Indian Agent's Commission shall be paid in Indian Rupees only. in accordance with clause 6.5(b) of instructions to Bidders

SIGNATURE OF BIDDER

Name :

Business Address :

Place :

Date :

Note : Price schedule should be typed on the letter head of the bidder duly signed and stamped and for each model it has to be given in separate price schedule.

SECTION VII. CONTRACT FORM

THIS AGREEMENT made theday of,20.....
Between Plot No. J-3/2, MIDC Industrial Area, Chikalthana ,Aurangabad- 431006,
Maharashtra, India (hereinafter “the Purchaser”) of one part and (Name of Supplier) of
(City and Country of Supplier) hereinafter “ the Supplier” of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total Value :

Delivery Schedule:

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

Signed, Sealed and delivered by the

Said..... (For the Purchaser)

in the presence of :.....

Signed , Sealed and delivery by the

Said..... (For the Supplier)

in the presence of :.....

SECTION VIII. PERFORMANCE SECURITY FORM

To:

Central Institute of Plastics Engineering & Technology,
Plot No. J-3/2, MIDC Industrial Area, Chikalthana ,Aurangabad- 431006,
Maharashtra, India

WHEREAS.....(Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Notification of Contract No..... dated ... 20..... to supply (Description of Goods and Services) hereinafter called " the Contract".

AND WHEREAS it has stipulated by you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract. **AND WHEREAS** we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....

Date

Address :.....

SECTION IX

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

QUALIFICATION CRITERIA

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

SECTION X

PROFORMA FOR DEVIATION STATEMENT

Please see Clause 8.3 (C) of Instructions to Bidders

Bid Ref No.

Date of Opening

Time :

Name of the Firm

Name of the Equipment quoted

Model No.:

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

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

Annexure -XI

Client letter head and sign, stamp before uploading

To whomsoever it may concern

This is to certified that **(NAME OF MACHINE, MAKE, MODEL)** supplied by M/s _____ has been installed & commissioning dated _____. Since then the above machinery / equipments is working satisfactory without any maintenance issue.

Client's sign with seal