



SHORT E- TENDER NOTICE

FOR

**SUPPLY, INSTALLATION AND ANNUAL
MAINTENANCE OF FIRE SAFETY EQUIPMENTS**

CENTRAL INSTITUTE OF PLASTICS ENGINEERING AND TECHNOLOGY: CSTS
(Ministry of Chemicals & Fertilizers, Govt. of India)
Kaju Bagan, Hehal, Ranchi - 844102
Phone No.: +91-0651-2511118
Mobile No.: +91- 9445035650 / 810388116/ 6206707928
Email: cipetranchi@gmail.com

Last Date & Time for Closing of Tender: 14.03.2019 at 16:30 P.M

Tender Notification No	:	CIPET: CSTS/RANCHI/ FIRE SAFETY EQUP /18-19/09
Tender Notification Date	:	07 th March 2019
Nature of work	:	Supply, Installation & Annual Maintenance of Fire Safety Equipments.
Tender Fee	:	Rs 500/- in the form of Demand Draft / Banker Cheque, CIPET, Ranchi payable at Ranchi
EMD Amount	:	Rs. 5,000/- Only (Rupee Five Thousand Only) CIPET, Ranchi payable at Ranchi
Period for contract	:	Initially for a period of 01 year that may be Extended for a similar period on same terms and conditions as mentioned in the Tender Documents.
Last Date of submission of Tender	:	14.03.2019, 04.30 PM
Date of Opening of Technical Bids	:	15.03.2019, 11.30 AM
Date of Opening of Commercial Bids:	:	15.03.2019, 12:30 PM
Address for the submission	:	The Director & Head CIPET, Kaju Bagan Hehal, Ranchi - 834005

Scope of Work : Supply, Installation & Annual Maintenance of Fire safety equipments at Hostel, Academic cum Admin building and Transformer and Shop floor area:-

For Hostel Building

Fire Hose Reel Systems (monoblock type pump of cast iron body) , Booster Pumps, 450 LPM, 35 M Head & 2900 Rpm, PVC Sheathed following conductor, Armoured 35.c x 90 Sq. mm , Armoured 3.0C x 1.6 Sqm , Pressure Switch, Pressure Gauge, MS Pipe , butterfly valve , Swinging Wall mounting First Aid Hose Reel, IS 778 marked Gun metal gate valve etc),

For Hostel, Academic cum Admin building and Transformer and Shop floor area

Fire Extinguisher (Powder Fire Extinguishers 6 kg , CO2 Fire Extinguishers 4.5 Kg , type Fire extinguisher, ABC modular Ceiling Mounted 10 kg , Fire bucket) for Hostel, Admin and Transformer area.

For Hostel, Academic cum Admin building

- 1. Fire Detection and Alarm System** (Fire Alarm Control panel , Smoke detector, dual tone electronic hooter , manual call box for Hostel
2. Addressable standalone fire alarm Control Panel, Addressable smoke detector, Addressable Tone electronic hooter, Addressable manual call box etc for Academic cum Admin Building.

Successful installation, conduct of successful trail and mock drill session of Fire Safety equipments by the supplier.

Short E-Tender Notice for Supply, Installation & Annual Maintenance of Fire Safety Equipment at CIPET, Ranchi

SPECIFIC INSTRUCTIONS TO BIDDERS FOR E-TENDER PARTICIPATION

1. **Submission of Online Bids is mandatory. The Bid must be submitted in double bid system. The Technical Bid and Price Bid must be separately quoted as per prescribed format provided , in two separate properly sealed covers and both these covers will have to be again put in to a single sealed cover .**
2. The CIPET: CSTS, Ranchi 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 a 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).
5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
6. The renderers shall submit EMD in physical form at the scheduled time and venue.
7. Tenderer may download the tender enquiry documents from the website www.tenderwizard.com/ CIPET or www.cipet.gov.in
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 and signed tender document with addenda/corrigenda (if any) should be deposited in the Tender Box located at CIPET: CSTS, Hehal, Ranchi – 8340005 (Jharkhand) **on or before 14.03.2019, 04:30 P.M hrs (IST)**. Submission beyond stipulated date & time would result in REJECTION of BID.
- 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.
080-40482000
- 3) CIPET: CSTS, Ranchi reserves the right to reject any or all the bids or cancel / withdraw the Notice inviting Tender without assigning any reason.

Helpdesk of KEONICS :- 080-40482000, 09894191904, 09941947400, 7717743815

Contact Details :- Shri Rupnarayan @ 9835610283 / Shri Sanjeev Mahapatra :- 8249821982

Email :- twhelpdesk438@gmail.com, twhelpdesk404@gmail.com; twhelpdesk404@gmail.com

1. Sealed tenders are invited for Supply, Installation and Annual Maintenance of Fire Safety Equipments at CIPET, Ranchi for 01 years, in two bids: **(1) Technical/Qualification Bid** containing, the information regarding the business, turn over, experience and other details of the firm, to judge the suitability of the caterer for the CIPET, Ranchi hostel mess; **(2) Commercial Bid** containing the price of the items/full day menu etc.
2. The Technical/Qualification Bids & Commercial Bid will be opened on **15.03.2019 at 11.30 PM & 12:30 P.M** respectively in the presence of tenderers or their authorized representative(s). The authorized representatives of CIPET, Ranchi may also do a spot visit of the establishments of the caterers to assess their suitability as part of the Technical/Qualification Bid. The Commercial Bids of only those who are found suitable by the Committee appointed for the purpose will be opened on a date/time to be decided later on and communicated to such eligible bidders.
3. **The bidder should submit the Technical/Qualification Bid (page No. 6 of tender document) and Commercial Bid (page No. 7-9 of tender document) in SEPARATE sealed envelopes super scribing "Technical/Qualification Bid" and "Commercial Bid", respectively.** These two envelopes should be then put in an envelope and sealed properly and super scribed **"E- Tender Notice for Supply, Installation and Annual Maintenance of Fire Safety Equipments at CIPET: CSTS, Ranchi. "**
4. The tenders supported by earnest money deposit of **Rs. 5000.00 (Rupees Five Thousand Only)** through a demand draft/banker's cheque valid for a period of three months shall be submitted by the Tenderer, issued by any Scheduled Bank guaranteed by RBI, drawn in favour of "CIPET, Ranchi". The tenders with earnest money shall be received by the CIPET, Ranchi, on or before **14.03.2019 at 04:30 PM.**
5. Tenders should be addressed to **The Director & Head, CIPET: CSTS, Ranchi, Kaju Bagan, Hehal, Jharkhand (844 102) and** super scribed **"Short E-Tender Notice for Supply, Installation and Maintenance of Fire Safety Equipments at CIPET : CSTS, Ranchi".**
6. The Director & Head, CIPET: CSTS, Ranchi, reserves the right to reject any or all the tenders or accept them in part or full without assigning any reason(s) thereof. For eligibility criteria, qualifications, price, bid evaluation criteria and other information etc., interested agency(s)/ Firms (s) may visit CIPET Website at <http://www.cipet.gov.in>.
7. **The successful tenderer who is awarded the contract shall have to make a 2% of the contract value as performance security with CIPET, Ranchi upon award of contract, in form of DD / Bank Guarantee valid upto 90 days beyond the date of all contractual obligations.**

8. The tenderer should quote the rate and amount in figures as well as in words as tendered by them for each item.
9. The tender is not transferable under any circumstances at any stage.
10. Telegraphic, conditional or incomplete tender forms/bids shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer.
11. Bids in any form other than the prescribed form issued by CIPET: CSTS, Ranchi, or incomplete bids will not be entertained and will be summarily rejected.
12. The tenderer who is awarded the contract shall be bound to execute and implement it from **the date of award of contract** by signing an AGREEMENT on the non-judicial stamp paper of the value of **Rs. 100/-** in the enclosed form at his own cost. On acceptance of the tender by the CIPET: CSTS, Ranchi it will constitute a binding agreement between the CIPET: CSTS, Ranchi, and the person so tendering whether such formal contract is or is not subsequently entered into within 10 days of the date of AWARD of contract. Failure to comply with the above conditions will lead to the cancellation of the contract and forfeiture of his earnest money. In the event of any tenderer backing out before the actual award or execution of agreement, the contract being awarded to him, the Director & Head, CIPET: CSTS , Ranchi will have discretion to forfeit the Earnest Money in full.
13. Bidder should sign and stamp all the pages of duly filled tender document in testimony of having read all the terms & conditions laid down in the tender document.

DIRECTOR & HEAD

Technical Qualification Bid**PROFILE OF THE TENDERER**

Sl. No	Particular	
A.	Should have minimum 2 years' experience and technical expertise in undertaking similar works with minimum annual turnover of Rs. 25 lakh (for Financial Year 2016-17, 17-18) exclusively in Catering services, preferably at large institutional establishments.(Audited Financial Statement to be attached)	Informative and for Strict Compliance
B.	Should have/obtained before commencement of the work the requisite licences, approvals, certificates from all statutory authorities viz. Municipal./Income Tax/Sales Tax/GST/Commercial Tax Depts. valid for the entire duration of the above work.	Informative and for Strict Compliance
C.	The Agency shall furnish details of any legal case or any issues, if any, pending in any court of law against them or the concerned authorities, especially with regard to any violation in the statutory laws, etc. The bids of such tenderers having any pending/ongoing/contemplated issues relating to Income Tax, Sales tax, GST etc. and on concealment of any such information will be liable to be rejected straightaway without any notice.	Informative and for Strict Compliance
1.	Name of the applicant/ Firm :	
2.	Registered Office :	
3.	Year of establishment :	
4.	Type of Organization : (whether proprietorship, partnership, Private Ltd., Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be enclosed)	
5.	Name of the Proprietor, Partners/ Directors of the Firm with Address and Phone Number	
6.	Trade License issued by Competent authority (Municipal Bodies/ Fire Department)	
7.	ISO Certificate of the Organization	
8.	IS :15683:2006, IS 14609, IS :778, IS 10221 Certification of the products sale by Organization	
9.	PAN Card & TIN Number if applicable (Tax return of last Three Financial Year) [Photocopy to be attached]	
10.	Tender Fee	
11.	EMD Fee	
12.	GST Regn. No.: [Photocopy to be attached]	
13.	Number of persons employed: Permanent.....Temporary.....	
14.	Whether 24x7 service and support will be available	
15.	Dealership Certificate of Product supplied by agency.	
15.	Do you have on office at Jharkhand? If so, Please provide the Address and Telephone No.	

Place/Date:

(Name, Designation and Signature with Seal of the Company)

Commercial Qualification Bid

S.No	DESCRIPTION	QTY	Unit Price	Total Price
SUB HEAD - I (Fire Hose Reel System) HOSTEL BUILDING				
1	Supply Installation Testing and Commissioning of the electric driven , horizontal type , single/multistage, end suction type, MONOBLOCK TYPE pump of cast iron body , C I impellers with carbon steel shaft & mechanical seal directly coupled foot mounted type induction motors suitable for operation on 3 phase , 415 volts 50 Hz AC supply with IP 55 protection for enclosure with F class insulation conforming to IS 325 including common base frame fabricated from min. 75X50 mm M S channel , coupling with guard foundation bolts , pressure gauge , anti-vibration pads , cement concrete foundation etc complete in all respect as required or as directed by engineer in charge.			
1.1	Booster pump 450 LPM, 35 M head & 2900 Rpm	1		
2	Fabrication, supplying, Installation testing & commissioning of electrical Automatic control panel of cubical construction , , fabricated out of 2mm thick CRCA sheet , compartmentalized with hinged lockable doors , dust and vermin proof , powder coated of approved shade after 7 tank treatment process , cable alley , interconnection , having switchgears and accessories mounting and internal wiring earth terminals, numbering ec complete in all respects, suitable for operation on 415 V, 3 phase 50 HZ AC supply with encloser protection class IP 42 with 400 Amp aluminum bus bar as required.	1		
3	Supply and fixing of PVC sheathed following conductor 1.1 KV grade armoured / unarmoured Cable of following sizes including making end termination with compression gland & bimetallic lugs, and support etc.complete as required			
3.1	Armoured 3.5C x 90 sq.mm	0		
3.2	Armoured 3.0C x 16 sq mm	0		
3.3	10.0C x 2.5 sq mm	0		
3.4	4.0C x 10 sq mm.	0		
4	Providing and fixing 1.5 mm. dia copper wire on surface or in recess for loop earthing alongwith existing surface/recessed conduit/sub main wiring/cable etc. as per specification as reqd.	60		
5	Pressure Switch with required Ball valves of 1/2" BSP Thread	1		
6	Pressure Gauge with required Ball Valve of 1/2" BSP Thread	3		
7	Providing, laying, testing & commissioning of black steel IS: 1239 marked class 'M' M.S pipe including all fittings (heavy class) i.e bend, elbows, tees, flanges, reducing socket, nuts and bolts, gaskets etc fixed with welded / screwed joints. including necessary excavation, backfilling, and wrapping with anticorrosive treatment with 4 mm thick asphalt tape as per IS:10221, refilling the trench etc. complete as required or as directed by engineer in charge.			
7.1	100 mm dia	0		
7.2	80 mm dia	24		
7.3	65 mm dia	12		
7.4	50 mm dia	6		
8	Providing and fixing IS marked butterfly valve (PN 1.6) of the following specifications complete with companion flanges, bolts, nuts, rubber insertions etc. Body: Cast iron Epoxy / powder coated as per IS_10 Grade 220. Disc: S.G. Iron Epoxy /Powder coated as per B.S. : 2789 Gr. 420/12. Seat: Nitrile rubber replaceable seat with molded "O" ring. Shaft : SS (Grade E N-8)			
8.1	100 mm diameter	1		
2.2	80 mm diameter	1		

9	Providing and fixing IS Before type check valve (NRV) of PN 1.6 with following specifications complete with companion flanges, bolts, nuts, rubber insertions etc. Body: Cast iron Epoxy / powder coated as per IS_10 Grade 220. Disc: SS with stop pin: SS410 & Spring: SS316. Seat: Nitrile rubber replaceable seat with molded "O" ring			
9.1	100 mm diameter	0		
9.2	80 mm diameter	1		
10	Providing and fixing swinging wall mounting type First Aid Hose Reel of approved quality and made from compressed steel sheet with dust cover , cast iron	6		
11	Providing and fixing IS : 778 marked gun metal gate valve class I with CI wheel of approved quality with union (Screwed end) 25 mm nominal	7		
			SUB TOTAL	
Sub Head - II (Fire Extinguishers)				
12	Providing, & commissioning of Powder Fire Extinguisher (Stored Pressure type) Capacity 06 Kg duly ISI marked conforming to IS: 15683:2006, with IS 14609, ISI marked ABC powder complete with squeeze grip release valve, discharge pipe, locking arrangement,	24		
13	Providing and fixing CO2 type Fire Extinguisher ISI marked conforming to IS: 15683. Capacity 4.5 Kg. Complete with delivery hose horn, squeeze grip/ wheel type release valve, locking arrangement, operation manual and bracket.	4		
14	Providing and fixing ABC Modular (ceiling mounted) Type Capacity 10 Kg CE certified Fire Extinguisher filled with HFC 236FAClean Agent Gas. Complete in all respect.	15		
15	Fire buckets round bottom type enamel painted, white inside & Red out side and letter "FIRE" in black outside and handle with mounting bracket. Fire bucket stand - suitable for 6 buckets	3		
			SUB TOTAL	
Sub Head - III (Fire Detection and Alarm System) HOSTEL				
16	Supplying, installation, testing and commissioning of Fire Alarm Control panel , LCD display with backlighting, Detector sensitivity test capability (NFPA 72 compliant), History file with 1,000-event capacity, Maintenance	1		
17	Supplying, installation, testing and commissioning of Smoke detector and mounting base with LED light complete as required.	8		
18	Supplying, installation, testing and commissioning of duel tone electronic hooter cum strobe suitable for wall mounted complete as required.	6		
19	Supplying, installation, testing and commissioning of manual call box in suitable enclosure with arrangement to raise the alarm when the glass is manually broken complete as required.	6		
20	Providing and laying 19mm dia PVC conduit complete with required junction boxes in recessed / surface system PVC insulated copper conductor cable of 2x1.5 sq.mm. With proper conducting as required. (in mtrs)	900		
			SUB TOTAL	73500.00
Sub Head - III (Fire Detection and Alarm System) ADMIN BUILDING				
21	Supplying, installation, testing and commissioning of Addressable standalone Fire Alarm Control panel ,	1		
22	Supplying, installation, testing and commissioning of Addressable Smoke detector and mounting base with LED light complete as required.	130		
23	Supplying, installation, testing and commissioning of Addressable duel tone electronic hooter cum strobe suitable for wall mounted complete as required.	6		
24	Supplying, installation, testing and commissioning of Addressable manual call box in suitable enclosure with arrangement to raise the alarm when the glass is manually broken complete as required.	6		

24	Supplying, installation, testing and commissioning of Addressable MODULE in suitable enclosure with arrangement to raise the alarm when the glass is manually broken complete as required.	6		
25	Providing and laying 19mm dia PVC conduit complete with required junction boxes in recessed / surface system PVC insulated copper conductor cable of 2x1.5 sq.mm. With proper conducting as required. (in mtrs)	4200		
			SUB TOTAL	
			TOTAL	
			GST	
			GRAND TOTAL	

DETAILS OF PREVIOUS CONTRACTS

Period of Contract		Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Value of Contract and other Details	Remarks
From	To				

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

Period of Contract		Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Value of Contract and other Details	Remarks
From	To				

Place:

Date:

SIGNATURE OF THE TENDERER

Undertaking

I/We hereby undertake that if any information given in the technical bid/Tender Document is found false/incorrect at any stage after opening of the tender, the bid shall be rejected and EMD/Bid Security shall be forfeited and in case of successful bidder the Performance Guarantee will be forfeited by CIPET: CSTS, Ranchi

Name & Signature of the Contractor

Or its Authorized signatory

With seal of the Agency/Company

TENDER/CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head) Date: -----

To

The Director & Head
CIPET: CSTS, Kaju Bagan
Hehal
Ranchi – 844 102

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No :

Tender Name:

Dear Sir,

1. I/ We have purchased/downloaded the tender document(s) for the above mentioned 'Tender/Work' from the CIPET website- www.cipet.gov.in as per your advertisement, given in the above mentioned website.

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the tenderer and to be attached with Technical Bid)

1. I/We assure the CIPET:CSTS, Ranchi that neither I/We nor any of my /our workers will do any act/s, which are improper / illegal during the execution of the contract awarded to us.

2. Neither I/We nor anybody on my /our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.

3. I/We will have no conflict of interest in any of our work/contract at the institution.

Place: -----

Date: -----

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

INSTRUCTIONS TO BIDDERS FOR PARTICIPATION

1. Submission of Online Bids is mandatory. The Bid must be submitted in double bid system. The Technical Bid and Price Bid must be separately quoted as per prescribed format provided , in two separate properly sealed covers and both these covers will have to be again put in to a single sealed cover .
2. All the documents along with the details of previous contracts, Certificate of ethical practices, Tender condition acceptance letter and undertaking should be furnished on company letter head and attached with tender documents.
3. The hard copy of the Technical and commercial bid should be sent to Director& Head, CIPET: CSTS, Hehal Ranchi in sealed envelopes. The Technical and Commercial bid will be super scribed on the top of the envelop refereeing the Tender notification no.
4. **Bid not transferable:** The bid documents are not transferable
5. **The seal and signature** of the authorized official of firms must appear on all the papers and envelopes.
6. **Late and delayed tender:** Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening
7. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.
8. **Rates :** (a) Rate must be quoted in Commercial Bid for procurement and Maintenance of Fire Safety items.
9. **Period:**
 - **For supply:** Period of Contract will be initially for 01 (one) years.
 - **For maintenance:** Period of Contract will be initially for 02 (two) years.However, the institute reserves the right to increase or decrease the contract period of the above two contracts depending on the quality of product and performance of the Supplier/ service provider.
10. **Validity of Quotation:** Quoted rates must be valid for **60 days** from the last date of submission of quotation.
11. **Warranty:** The quoted equipment and components must be warranted for a minimum of **one year**. However, preference will be given to those who quoted more than one year warranty.
12. **Literature a must:** The tender document must be supported by the printed technical leaflet/literature and the specifications mentioned in the quotation must be reflected/ supported by such printed technical leaflet/ literature. The model and specifications quoted should **invariably be highlighted** in the leaflet/literature for easy reference.
13. **After Sales Service:** On the supply of new fire safety equipments , vendors should clearly state the available nearest after sales service centre and detail address in Ranchi , without which their offers shall be liable for rejection.
14. **Dealership Certificate:** Dealers or Agents quoting on behalf of Manufacturer must enclosed valid dealership certificate.
15. **Quality Certificates:** Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be enclosed: (a) Manufacturer's certificate; (b) ISO/BIS certificate.

16. **Earnest Money:** The bidder shall furnish an Earnest Money Deposit (**EMD**) for an amount of for **Rs.5,000/- (Rupees Five thousand only)**, in the form of Bank Guarantee in favour of the CIPET, Ranchi, will have to be submitted along with the quotation. Offers received without Earnest Money or valid Certificate shall be summarily rejected. EMD of unsuccessful bidder will be returned within one month of placement of Purchase Order. In case of the successful bidder the EMD will be returned on successful completion of contract.

17. **Performance Bank Guarantee**

(i) The successful bidder, to whom the PO is placed, shall furnish unconditional performance guarantee amounting 2% of contract value.

(ii) **By submitting the PBG, the vendor is understood to have guaranteed that,**

- (a) The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
- (b) The equipment shall function satisfactorily during the validity period of PBG.
- (c) The equipment and components are free from poor workmanship, bad quality, and faulty designs.
- (d) The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.

(iii) **Condition for invoking PBG:** In case of failure to comply with the guarantees above, CIPET:CSTS, Ranchi may terminate the contract purchase order in whole or in part and forfeit the PBG. In addition, CIPET:CSTS, Ranchi may, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate CIPET :CSTS, Ranchi for any extra expenditure involved.

18. **Delivery:**

- a) **Time Limit:** Maximum within 30 (thirty) days from the date of receipt of this purchase order.
- b) **Delivery on working days:** Delivery at CIPET: CSTS, Ranchi must be made on working days. CIPET: CSTS, Ranchi shall not take or accept responsibility for items brought on holidays such as Saturday, Sunday and other declared holidays.
- c) **Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the package will be opened only in the presence of IIT user/representative and vendor's representative. The intact condition of the package and the seal/indicators for not being tampered with shall form the basis for certifying the receipt in good condition.
- d) **Insurance:** The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at CIPET: CSTS, Ranchi.
- e) **Part Delivery:** Part delivery is not allowed.
- f) **Penalty for Delayed Delivery:** The date of delivery should be strictly adhered to otherwise the Director & Head CIPET: CSTS, Ranchi reserves the right not to accept delivery in part or full.

19. **Payments :-**

- (a) 100% Payment within 45 days from the date of successful delivery, installation and commissioning/ acceptance of goods at CIPET:CSTS, Ranchi, through RTGS/ NEFT/Account payee cheque.

OR

- (b) 90% Payment against delivery and 10% payment after successful installation and/ or commissioning of the ordered goods at site.

11. PENALTY FOR DELAYED DELIVERY:

The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% (ten percent) as detailed below:

- @1 % up to one week
- @2.5% up to two weeks
- @ 5% up to three weeks
- @ 10 % for four weeks and above

For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the Director & Head, CIPET: CSTS, Ranchi reserves the right not to accept the subject consignment.

12. Enquiry during the course of evaluation not allowed: No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (CIPET:CSTS, Ranchi) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

13. Force Majeure: If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) any law, statute or ordinance, order action or regulations of the Government of India,
- II) Any kind of natural disaster, and
- III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

14. Termination for default: Default is said to have occurred

- (a) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (b) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by CIPET :CSTS, Ranchi
- (c) If the supplier fails to perform any other obligation(s) under the contract.
- (d) Besides, the Director & Head, CIPET:CSTS, Ranchi , reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

15. Applicable Law:

- (a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Ranchi or India only.
- (b) Any dispute arising out of this purchase shall be referred to the Director & Head, CIPET :CSTS, Ranchi and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.

16. Acceptance of Bid : The acceptance of the Bids will rest solely with the Director & Head, CIPET: CSTS, Ranchi who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the bids received without assigning any reasons.