

NOTICE INVITING TENDER

CIPET: CSTS Hajipur advertised the following:

Sl.No.	Particulars	Last date & Time																																								
01.	E-Tender for Supply of Aluminium Armoured Power cable(400mm ² & 3.5 Core Quantity:-230 Meters) at CIPET:CSTS, Hajipur	07.10.2019 & 14:00 Hrs.																																								
02.	Quotations required for supply of 02 and 04 Door Book Case(Brand :Godrej or Equivalent)- 04 Nos.	07.10.2019 & 14:00 Hrs																																								
03.	Quotations required for supply of Air Conditioner (02 Ton)(Brand:Voltas, LG, Hitachi or equivalent)-02 Nos.	07.10.2019 & 14:00 Hrs																																								
04.	Quotation required for supply of 6 to 8 colour Shrink Label(PVC-40 Micron) for 250 gm & 500 gm Injection Moulded Cup	07.10.2019 & 14:00 Hrs																																								
05.	<p>Quotation required for supply of Shrink Tunnel machine for wrap shrink printing. The detail specifications are as given below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Description</th> <th>Unit</th> <th>Technical Specifications</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Tunnel Size (W x H)</td> <td>mm</td> <td>450x250</td> </tr> <tr> <td>2.</td> <td>Voltage</td> <td>V/Hz</td> <td>220/50-380/50</td> </tr> <tr> <td>3.</td> <td>Power Consumption</td> <td>KW</td> <td>6.5</td> </tr> <tr> <td>4.</td> <td>Conveyor Loading</td> <td>Kg</td> <td>10</td> </tr> <tr> <td>5.</td> <td>Heating Furnace (LxWxH)</td> <td>mm</td> <td>1500x450x350</td> </tr> <tr> <td>6.</td> <td>External Dimensions (LxWxH)</td> <td>mm</td> <td>2000x650x1240</td> </tr> <tr> <td>7.</td> <td>Speed</td> <td>m/min.</td> <td>0-10</td> </tr> <tr> <td>8.</td> <td>Heating Time</td> <td>minutes</td> <td>10</td> </tr> <tr> <td>9.</td> <td>Cooling Time</td> <td>minutes</td> <td>15</td> </tr> </tbody> </table>	Sl. No.	Description	Unit	Technical Specifications	1.	Tunnel Size (W x H)	mm	450x250	2.	Voltage	V/Hz	220/50-380/50	3.	Power Consumption	KW	6.5	4.	Conveyor Loading	Kg	10	5.	Heating Furnace (LxWxH)	mm	1500x450x350	6.	External Dimensions (LxWxH)	mm	2000x650x1240	7.	Speed	m/min.	0-10	8.	Heating Time	minutes	10	9.	Cooling Time	minutes	15	07.10.2019 & 14:00 Hrs
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06.	<p>Quotation required for supply of Contur Cutter machine. The detail specification are as given below: Motor-1HP,2800 rpm,Range of cutting-05mm to 55 mm</p>	07.10.2019 & 14:00 Hrs																																								
07.	<p>Quotation required for supply of Karl Fischer Titrator machine .The detail specification are as given below: As per IS 4984:2016, for analysing the moisture content test in table 2,S.No.05.Range of moisture detection:50PPM as per IS 2362:1993 as referred by IS 4984:2016</p>	07.10.2019 & 14:00 Hrs																																								

The Tender form and other details of Sl.No.1 can be seen & downloaded from the website: www.tenderwizard.com/CIPET or www.cipet.gov.in .

Bidders are requested to submit Bid in separate cover duly sealed and signed to the Director & Head, CIPET, Office: Industrial Area, Hajipur-844101.

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

DIRECTOR & HEAD

BID DOCUMENT

E-Tender for Supply of Electrical Item at CIPET:CSTS, Hajipur



LAST DATE FOR SUBMISSION OF ONLINE BID: 07.10.2019: 14.00 Hrs.

CIPET:CENTRE FOR SKILLING AND TECHNICAL SUPPORT(CSTS)-HAJIPUR
(Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Govt.
of India)

Office: Industrial Area, Hajipur-844101. Ph: 06224-277424, 273515. E-mail:
cipetpatna@gmail.com

GST No.10AAAAC0606R1Z4 TIN CST: 10290768122, TIN ET: 10290768219
PAN: AAAACO606R

PHONE NO.: 06224-277424, 273515

Mb No.: 7781020332 ;7250360110

Email:cipethzpz@gmail.com & cipetpatna@gmail.com & Website: www.cipet.gov.in

Central institute of Plastic Engineering and Technology Center, Hajipur, EPIP Complex,
Hajipur Industrial Area, Hajipur – 844 102. Phone No. +91 6224 275316, 277424.

Email: hajipur@cipet.gov.in/ cipetpatna@gmail.com

SECTION I

Sl. No		
1.	Purchaser	CIPET, Hajipur
2.	Tender No	CIPET/HAJIPUR/ELECTRICAL/E-TENDER/2019-20/01 Dated:11.09.2019
3.	Tender Forms available at	www.cipet.gov.in / www.tenderwizard.com/CIPET
4.	Estimated cost of the work (in Rs)	Rs. 3,00,000.00
5.	Earnest money deposit (in Rs)	Rs. 6,000.00
6.	Date and time of Issue	18.09.2019 2.00PM
7.	Document Download Start Date & Time	18.09.2019 4.00PM
8.	Bid Submission start date & Time	07.10.2019 4.30PM
9.	Bid Submission last date & Time	07.10.2019 2.00PM
10.	Date and Time of opening of Technical bid	07.10.2019 3.30PM
11	Place of opening of Technical bid	Central institute of Plastic Engineering and Technology Center, Hajipur, EPIP Complex, Hajipur Industrial Area, Hajipur – 844 102
12.	Date of opening of Financial bid	After evaluation of Technical Bid
13.	CIPET HAJIPUR Online Details for RTGS	CANARA BANK A/C No.0285201051128 Branch : Hajipur Branch code:0285 IFSC:CNRB0000285 MICR:844015101

On behalf of CIPET, Hajipur Tenders through e-procurement portal are invited for **supply of Electrical items** from **Original Manufacturers (OEM)** or **Authorized distributors/ Authorized Dealers/ Indian Companies**. Approximate quantities of Electrical Items likely to be purchased within twelve months are as per **annexure-A**. Prices quoted should be F.O.R. Destination, inclusive of all levies and taxes and packing & forwarding charges etc. Procurement will be made as per actual requirement on monthly basis.

Bidders shall have to deposit **EMD / bid security** of **Rs. 6,000/- (Rupees Six Thousand only)** in the form Demand Draft/ RTGS on any scheduled bank at Delhi in favour of "**CIPET, Hajipur**" along with the bid.

Bid Document is available on CIPET Website www.cipet.gov.in / www.tenderwizard.com/CIPET, for downloading purpose.

The prospective bidders have to register with CIPET through the E-tender portal of CIPET at www.tenderwizard.com/CIPET by Online Payment of **Rs. 2290/-** (Inclusive Service Tax) to M/S. **KEONICS LTD**. On completion of the registration process, the bidders will be provided user ID and password. After receipt of User ID & Password, Bidders can log on at our e-Tender portal for downloading & uploading tender documents

Processing Fees is **Rs. 859/-** (Inclusive Service Tax) Payable Online separately to M/S. **KEONICS LTD**.

Director & Head

SECTION II**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION****1. DEFINITIONS:**

- (a) "The Purchaser" means the Central Institute of Plastic Engineering and Technology (CIPET), Hajipur.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the equipment, machinery, Electrical items and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Validation" is a process through which the equipment/System is tested to ascertain its performance against set technical standards as per Tender Specification in Indian Telecom Network. Validation is carried out in simulated field environment and includes stability, reliability and environment tests.

2. ELIGIBLE BIDDERS:

This invitation for bids is open to **Original Manufacturers (OEM)/ Authorized Dealers / Authorized distributors / Indian Companies** of the tendered equipment/ item as given in Annexure-I. The Bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted. The Bidder must have a currently valid Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate. A copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate is to be submitted.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at www.tenderwizard.com/CIPET or www.cipet.gov.in.

4.1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eprocurement/ etender portal is a prerequisite for e-tendering.

4.2 Bidder should do the enrolment in the eProcurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.

4.3 Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.

4.4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.

4.5 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

4.6 Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

4.7 After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

4.8 If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

4.9 Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.

4.10 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

4.11 From my tender folder, he selects the tender to view all the details indicated.

4.12 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

4.13 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100

dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

4.14 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

4.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

4.16 Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

4.17 While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

4.18 The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

4.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

4.20 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

4.21 The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

4.22 If the price bid format is provided in a spread sheet file like BOQ_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The PriceBid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

4.23 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

4.24 After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

4.25 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

4.26 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

4.27 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

4.28 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

4.29 The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

4.30 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone:

B. THE BID DOCUMENTS:

5. BID DOCUMENTS:

5.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender (Section I)
- (b) Instructions to Bidders along with instructions for online bid submission (Section II)
- (c) General (Commercial) Conditions of the Contract (Section III)
- (d) Special Conditions of the Contract (Section IV)
- (e) Technical Specifications and Schedule of Requirements (Annexure I)
- (f) Format for Bid Form (Annexure II)
- (g) Price Schedules (for reference & read only purpose) (Annexure III)
- (h) Format for Performance Security Bond Form (Annexure IV)
- (i) Format for Contract Form (Annexure V)
- (j) Format for Letter of authorization to attend bid opening (Annexure VI)
- (k) Check list and order in which the documents are to be submitted for Technical Bid (Annexure VII)
- (l) Check list and order in which the documents are to be submitted for Financial Bid (Annexure VIII)
- (j) Format for Tender Acceptance Letter (Annexure IX)

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents.

Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS:

6.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

6.2 Any clarification issued by DOT in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

7. AMENDMENT OF BID DOCUMENTS:

7.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

7.2 The amendments shall be notified online only through corrigendums, if any.

7.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

8. DOCUMENTS COMPRISING THE BID:

Online bids under two envelope/ cover system comprising of **(1) The Technical bid** and **(2) Financial bid should be submitted online on www.tenderwizard.com/CIPET, www.cipet.gov.in.**

8.1 The technical bid should contain the scanned copy of following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents.

(a) Bid security in the form of Bank Draft/ RTGS for Rs. 6,000 /-.

(b) The Check list

(c) Letter of Authorization to attend bid opening

(d) Power of Attorney

(e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document by authorized person(s)

(f) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be

(g) Copy of Income Tax Return for last two Financial Years

- (h) Copy of PAN
- (i) Copy of GST Registration Certificate
- (j) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years
- (k) No near relative certificate
- (l) Tender Acceptance Letter

8.2 The financial bid shall contain:

- (a) The check list [as per Annexure – VIII]
- (b) Bid Form [as per Annexure – II]
- (c) Price schedule (Bill of Quantity / Price Bid) [as given in www.tenderwizard.com/CIPET, www.cipet.gov.in or and to be submitted online.

IMPORTANT

The bidders must carefully follow the instructions to submit the bids online through the www.tenderwizard.com/CIPET, www.cipet.gov.in. Tender Acceptance Letter {Annexure-X} should be filled, signed and stamped/certified properly.

9. BID FORM: The bidder shall complete the Bid Form (Annexure-II) and the appropriate Price Schedule (Annexure-III) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

10. BID PRICES:

10.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of VAT). The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per price schedule given in **Annexure-III**. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

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

- (i) The price of the goods shall be quoted as total unit price (inclusive of all taxes and levies including GST) for each individual item.
- (ii) The bidder shall quote only one price for each item.
- (iii) The total price for each individual item shall be entered after multiplying the quantity with total unit price.

(iv) The total cost shall be calculated after adding the total price of each individual item i.e. addition of entries in column no. Annexure I for Sl. No. 1 to 18 shall constitute the total cost. And financial bid evaluation shall be done on L-1 of this total cost.

(v) Total price of tendered items may be shown in both words and figures and in case of difference the amount shown in words shall prevail and shall be considered for all purposes during the entire period of Tender.

(vi) Taxes, if any, have to be indicated separately otherwise it will be presumed that quoted prices are inclusive of Taxes and Taxes shall be paid separately.

10.3 The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.

10.4 The prices quoted shall remain valid for 90 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.

10.5 The unit price quoted by the bidder shall be sufficient in detail to enable the purchaser to arrive at prices of equipment / goods offered.

10.6 “DISCOUNT”, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10.7 The price approved for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 10.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable as per clause 10.2 is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

11.1 The bidder should **scan and submit online**, as part of his bid documents establishing the bidder's eligibility; all the following documents or whichever is required as per terms and conditions of bid documents.

(i) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.

(ii) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.

(iii) Copy of Income Tax Return for last two Financial Years

(iv) Copy of PAN

(v) Copy of GST Registration Certificate

(vi) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years. The firm must furnish the certificate in following format (signed and stamped by the authorized signatory):

“It is certified that the firm M/s..... has not been blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years.”

12. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

12.1 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications and commercial conditions **in the form of signing & stamping all the pages of the original bid document by the authorized person/persons**. In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered.

The goods/equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

13. BID SECURITY:

13.1 Pursuant to Clause 7 the bidders shall furnish, as part of his bid, an EMD/ bid security for an amount of **Rs. 6,000/- (Rupees Six Thousand only)** in the form of Demand Draft/ Banker's Cheque from any scheduled Bank in Delhi/ New Delhi in favour of "**CIPET, Hajipur**", valid for a period of 90 days from the date of Tender opening and shall be delivered physically to Purchase officer, CIPET, Hajipur, Industrial Area, Hajipur – 844102, Bihar on or before Bid submission end date & time. Tender Fee also needs to be delivered physically at the same address on or before Bid submission end date & time.

13.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Para 12.6.

13.3 A bid not secured in accordance with Para 12.1 shall be rejected by the purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

13.4 The bid security of the unsuccessful bidder will be discharged /returned to the bidder at the earliest after evaluation of the bid and latest on or before the 30th day after the award of the contract.

13.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.

13.6 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
- (b) In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs or derogates from the tender:
- (c) To sign the contract in accordance with clause 28
- (d) To furnish performance security in accordance with clause 27.2.
- (e) To supply the items within stipulated time as given in Purchase Order (Advanced or Firm).

14. PERIOD OF VALIDITY OF BIDS:

14.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Purchaser; pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

15. FORMATS AND SIGNING OF BID

15.1 The bidder shall prepare the Technical and Financial bids separately.

15.2 The copy of bid shall be typed or printed and all the pages numbered consecutively and shall be signed and stamped by the bidder or a person or persons duly authorized to

bind the bidder to the contract. The letter of authorization shall be accompanied with written power of Attorney. The bid submitted shall be sealed properly.

15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons authorized for signing the bid.

D. SUBMISSION OF BIDS

16.1 Bidder should log into the site www.tenderwizard.com/CIPET, www.cipet.gov.in well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.

16.2 Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & **Tender** time of bid submission. The details of the Relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

16.3 While submitting the bids online, the bidder shall read the terms & conditions of portal, www.tenderwizard.com/CIPET, www.cipet.gov.in , and accepts the same in order to proceed further to submit their bid.

16.4 Bidder shall select the payment option as offline to pay the EMD and enter details of the Relevant instrument.

16.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

16.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

16.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price Bid is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere i.e other than in cover 2 will result in rejection of the tender.

16.8 Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

16.9 After the bid submission (i.e. after Clicking " Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

16.10 Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

17. LATE BIDS:

17.1 Any bid will not be strictly received by the Purchaser after the deadline for online submission of bids is over.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder can modify or withdraw his bid after submission only, if resubmission / withdrawal has been configured by TIA during tender creation process.

18.2 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION**19. OPENING OF BIDS:**

19.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end thru their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Annexure- VI**).

19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening process physically.

19.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

21. TECHNICAL EVALUATION:

21.1 Purchaser shall evaluate the technical bids to determine whether they are complete, required securities/ sureties have been furnished, the documents have been properly signed and the bids are generally in order and would upload the result of Technical Evaluation online on CPP Portal.

21.2 Prior to the Financial Bid opening, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall, not subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity, or by submitting additional documents.

22. FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY**TECHNICAL RESPONSIVE BIDS:**

22.1 The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of Technically unsuccessful bidders would not be opened/ unopened by CIPET, Hajipur.

22.2 The Bill of Quantity / Price Bid if found modified/tampered by the bidder except for the permitted cells, then the bid will be rejected.

22.3 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule given in Annexure-(III) of the Bid Document.

22.4 The evaluation shall be done on L-1 vendor of Total Cost of tendered items. (As given in Annexure – III). Also the result of Financial Evaluation would be uploaded online on Portal.

22.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

23. CONTACTING THE PURCHASER:

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F. AWARD OF CONTRACT:**24. PLACEMENT OF ORDER**

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/ contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

27. ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an Advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.

27.2 The bidder shall within 7 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with **Annexure-IV** provided with the bid documents.

28. SIGNING OF CONTRACT:

28.1 The issue of firm purchase Order and Signing of Contract Form shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the Purchaser shall discharge its bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

30. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one shall result in outright rejection of the bid.

(i) Clause 15.1 of Section II: The bids will be recorded/ returned unopened if covers are not properly sealed.

(ii) Clauses 12.1 & 13.1 of Section II: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

(iii) Clause 2 & 10 of Section II: If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 2 and Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.

(iv) Clause 11.1 of Section II : If clause-by-clause compliance in form of signing and stamping all the pages of the original bid by the authorized person(s) and deviation statements as prescribed are not given, the bid will be rejected. **In case of no deviations, a statement to that effect must be given.**

(v) Annexure-III: Prices are not filled in as prescribed in price schedule.

(vi) Section II clause 10.6 on discount which is reproduced below:

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

32. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

33. The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and CIPET, Hajipur will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family (HUF).

(b) Husband and Wife.

(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

The format of the certificate to be given is as follows:

"I.....s/o.....r/o..... hereby certify that none of relative(s) as defined in the tender document is/are employed in CIPET, Hajipur as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, CIPET, Hajipur shall have the absolute right to take any action as deemed fit, without any prior intimation to me."

SECTION III**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION:**

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

3. PATENT RIGHTS:

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY:

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of the contract within **7 days** from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

4.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in '**Annexure-IV**' of this Bid Document. The validity of Performance Guarantee shall be 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

4.4 The Performance Security Bond will be discharged by the Purchaser without interest after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the

defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in *the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY:

6.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

7. WARRANTY:

7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.

7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

8. PAYMENT TERMS:

8.1 100% Payment shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority. (i) Invoice
(ii) Delivery Challan/ Bills in duplicate duly pre-receipted
(iii) Supplier certificate for dispatch
(iv) GST gate pass / invoice or equivalent document in case of manufacturer.
(v) Consignee receipt

8.2 No payment will be made for goods rejected at the site on testing.

9. PRICES

9.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
(b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
(ii) (a) Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
(b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

10. CHANGES IN PURCHASE ORDERS

10.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) The method of transportation or packing;
- (c) The place of delivery; or
- (d) The services to be provided by the supplier.

10.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

11. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this 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.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchasers reserves the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

12.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 4 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

12.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

13 LIQUIDATED DAMAGES

13.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.

13.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another **TEN weeks** of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

14 FORCE MAJEURE

14.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

14.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

15 TERMINATION FOR DEFAULT

15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;
- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

17. ARBITRATION

17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CM(P), CIPET, Hajipur or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the CM(P), CIPET or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CM(P), CIPET, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the CM(P), CIPET, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is CIPET Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as CIPET Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such CM(P), CIPET or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.3 The venue of the arbitration proceeding shall be the Office of the Director & Head, CIPET or such other Places as the arbitrator may decide.

18 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the CIPET or any other person(s) contracting through the CIPET and set off the same against any claim of the Purchaser or CIPET, Hajipur or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or CIPET, Hajipur or such other person(s) contracting through the CIPET, Hajipur.

19. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

SECTION IV**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "**General (Commercial) Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III. .

2. In case where bid security is not submitted in the **manner** prescribed THE **BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.**

3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.

4. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.

5. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

6. The items shall be purchased on monthly basis or as per actual requirement. The total quantity purchased within the year may be less than the quantity mentioned at Annexure A/ I/II/III/ Schedule of requirements.

7. Any clarification issued by CIPET, Hajipur in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

8. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time as in clause 6 of Section III, from the date of placement of purchase order.

10. Since the quantity given are approximate depending on the usage of the customer, may likely to vary depending upon the actual usage and the selected contractors can have no right for the quantity mentioned in the tender and CIPET, Hajipur reserves the right to vary the quantity mentioned.

20. Payment will be done for monthly basis on the actual quantity of the supplies made at the prices approved by the purchaser or as desired by the purchaser.

21. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to CIPET, Hajipur.

22. CIPET, Hajipur reserves the right to:-

a) Accept or reject of any bid and annul the bidding process without assigning any reason what so ever at any time prior to the award of contract,

b) Blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

23. The agreement shall be in force for a period of twelve months initially, which may be extendable by a further period of upto twelve months on the same terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by CIPET, Hajipur.

24. The bid security/Performa security deposit of the bidder would be forfeited, in case he refuses to honor the letter of intent / A.P.O. issued by the CIPET, Hajipur for supply of the materials.

25. Selected bidder has to execute an agreement in the prescribed Performa (Contract Form)-**Annexure-V**- in a non-judicial bond paper of value not less than Rs.50/- (Fifty Only) for the regular supply of the materials in annexure-I/ schedule of requirements, periodically, as per the indent of the CIPET, Hajipur.

Chief Manager (Projects)

Annexure I**Technical Specification and Schedule of Requirements**

Sl. No	Particulars/ item/ Description	Quantity	Remarks
1.	Aluminium Armoured Power Cable 400 mm ² , 3.5 Core	230 meter	Make:Havells/Polycab or equivalent

Annexure II

BID FORM

Tender No. Date.....
(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said drawings, conditions of contract and specifications for 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.

We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Dated thisday of20
(Signature)
Signature of.....
in capacity of.....

Duly authorised to sign the bid for and on behalf of.....

Witness..... Tele No.(s):-
Signature..... FAX No.(s)
Address..... E-Mail Address:-

Annexure III**PRICE SCHEDULE**

Sl. No	Particulars/ item/ Discription	Make	Quantity	Rate	Total
1.	Aluminium Armoured Power Cable 400 mm ² , 3.5 Core	Havells	230 meter		

Annexure IV

**PERFORMANCE SECURITY BOND FORM
(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)**

To

The Chief Manager (Projects), CIPET, Hajipur

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated.....to supply (description of goods and services)(herein after called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW 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 limits 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.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of.....20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Annexure V

Contract Form

1.This agreement is made this day.....between, herein after called " name of company" the first party which expression shall include his heirs, executors and administrators/their successors and **Department of Telecom (HQ)**, herein after called "DOT", the second party, through Assistant Director General (IT-I), DOT , New Delhi herein after include his successors and assignees, shown as under :--

2.That WHEREAS the first party shall and will deliver IT related Items for Department of Telecommunications (HQ), New Delhi details of which are given in annexure –I to this office tender noticedatedat the rate quoted byvide their tender..... dated and as per all the terms and conditions given in notice Inviting Tender (NIT) and the aforesaid tender notice dated.....which shall become part and parcel of this agreement.

3. That the first party would raise demand and the payment shall be done in accordance with Clause 8, Section III of aforesaid tender document.

4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.

5. In accordance with the Tender document NO. this agreement is made for a period of one year from, as in clause 1(j) of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....20

Witness for Contractor

Witness for CIPET, Hajipur

Annexure VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender no. -----
----- of CIPET, Hajipur

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below.

Order of Preference Name Specimen signature

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Annexure – VII

CHECK LIST for TECHNICAL BID

Sl. No	Documents	Yes/No	Page No.
1.	Scanned copy of Bid security		
2.	Letter of authorization to attend bid opening		
3.	Power of Attorney		
4.	Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be		
5.	Copy of Income Tax Return for last two Financial Years		
6.	Copy of PAN		
7.	Copy of GST Registration Certificate		
8.	Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years		
9.	No near relative certificate		
10.	Tender Acceptance Letter		

Bidders to Ensure:

- a. That All pages have been stamped and signed by the authorized person.
- b. That all pages have been numbered.
- c. That all documents are legible.

Annexure – VIII**CHECK LIST for financial BID**

Sl. No	Documents	Page No
1.	Bid Form as per Annexure II	
2.	Price schedule (price bid/ BOQ)	

Annexure – IX

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the 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 by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have 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 / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)