

Indian Institute of Petroleum



(Council of Scientific & Industrial Research)
P.O.I.I.P., MOHKAMPUR, DEHRADUN – 248005 (UA) **INDIA**Ph.2660113-116, Fax. 0135-2660072, 26600202-203

E-Mail- purchase@iip.res.in

Website: www.iip.res.in

GLOBAL TENDER NOTICE NO. 13/2007

Sealed tenders under two bid system (Part 1 Technical bid along-with EMD and Part II Price bid) are invited from the Indian/Foreign manufactures/Authorized Distributors OR Indian Agents for the supply,

installation and commissioning of goods as per details given below:

	Reference No	Description	Qty	EMD (Amount in Rs)
Article I.Sl No				
1.	PUR/1/07-08/352/AKS	Microprocessor based high pressure bench -top Reactor System	0ne	65, 000. 00
2.	PUR/1/07-08/400/VSK	Sulfur Analyzer (Based on X-Ray Fluorescence)	One	40, 000. 00
3.	Pur/1/07-08/372/AKS	Microprocessor based high temperature Gas Chromatograph for on line Analysis	One	50, 000. 00
4	Pur/1/07-08/C&F	Engagement of freight forwarder cum -clearing agent for foreign goods consignments		20, 000. 00

Tender Documents Fees: Nil if loaded from our website, incase needed from us Rs.300.00 will be paid for each tender documents.

Tender document having detailed specifications, terms and conditions can be downloaded only from our website www.iip.res.in from 16.12.2007 and submit the same superscribing on the envelope Tender No. & Due Date in the Office of Controller of Administration, IIP, Dehradun latest by 17.01.08 upto 1.00 p.m. along with the cost of tender document and EMD as mentioned above separately by way of demand draft/banker cheque/Bank Guarantee only in favour of the Director, Indian Institute of Petroleum, Dehradun. If the cost of the Tender Documents and EMD is not deposited such tenders will be rejected. The tender fee is non-refundable. The tenders will be opened on 17.01.08 at 3:00 p.m. This office will not be responsible for delay, loss or non-receipt of NIT after dispatch. Late tenders received after the scheduled date and time will not be opened/ considered in any case.

Director, IIP reserves the right to accept or reject any or all tenders either in part of in full without assigning any reasons thereof.

Stores & Purchase Officer

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INDIAN INSTITUTE OF PETROLEUM (Council of Scientific & Industrial Research)

Haridwar Road, Mohkampur, P.O.IIP Mohkampur, Dehradun - 248005

BID DOCUMENT

TENDER [TWO BID]

To Be Submitted To

Stores & Purchase Officer,
INDIAN INSTITUTE OF PETROLEUM
MOHKAMPUR - DEHRADUN

FAX: + 91 -135- 2660072, 2660202-203 EPABX: +91 -135-2660113-116 website: WWW.iip.res.in

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Dated: 14.12.2007

INDIAN INSTITUTE OF PETROLEUM (Council of Scientific & Industrial Research) Haridwar Road, P.O.:I.I.P. Mohkampur, Dehradun-248005

Director IIIP, Dehradun (UK) India invites **sealed** offers in two bid system from reputed manufacturers / their authorized agents for the supply/installation/commissioning of the following items :

SI No	Name of the instrument	Enquiry Ref. No.	EMD to be given (Rs)
01	Microprocessor based high pressure bench-top Reactor system	Pur/1/07-08/352/AKS	65,000.00
02	Sulfur Analyzer (Based on x-Ray Fluorescence)	Pur/1/07-08/400/Vsk	40,000.00
03	Microprocessor based high temperature Gas Chromatograph for on line analysis	Pur/1/07-08/372/AKS	50,000.00
04	Engagement of freight forwarder- Cum – clearing Agent for foreign Goods Consignments	Pur/1/07-08/ C & F/	20,000.00
	The bid documents are applicable only for item no 1, 2 & 3. For item no 04 separate tender documents are placed in the last of the bid.		

Last date & Time for Submission of tender : 17.01.2008 (13-00 Hrs)

Date&Time for opening of technical bids : 17.01.2008 (15-00 Hrs)

Venue of Bid Opening : Purchase Section, IIP Dehradun

The Technical bids will be opened in the presence of representatives of tenderers, if any. If the date of opening happens to be a holiday, the bids shall be opened next working day at the same time. Requests for postponement will not be entertained. Fax/email bids or Late/Delayed tenders shall not be considered.

Director, IIP reserves the right to accept any or all tenders either in part or in full without assigning any reasons there for.

Stores and Purchase Officer

BID DOCUMENT (YC) Page 3 of 50

▼DETAILS BELOW ▼

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BRIEF SUMMARY OF QUOTATION & CHECKLIST (Not To Be Used For Evaluation/Comparison Purpose)

FOR Rs. QUOTE FILL RELEVANT INFORMATION IN Rs.

(Please Fill It Up. DON'T Write 'AS PER QUOTATION' / 'PLEASE REFER TO OUR OFFER')

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We have read and understood the tender terms and conditions. The undersigned is competent to sign the tender document including this page on behalf of the quoting firm.

Date	(Signature with Seal)

CHAPTER – II: INSTRUCTION TO BIDDERS

A. INTRODUCTION

1 Eligible Bidders

- 1.1 This Invitation for Bids is open to all manufacturers or their dealers specifically authorised by the manufacturers to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any who possess the qualifying requirements specified in Chapter XIV.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2 Cost of Bidding

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

B. THE BIDDING DOCUMENTS

3 Cost of Bid Document

3.1 The complete bid document is issued among the enlisted vendors on Limited Tender Basis. This may be downloaded free of cost by any participating firm.

4 Contents of Bid Document

4.1 The goods required, bidding procedures and contract terms are prescribed in **this** Bid Document which includes the following:

S. No.	Title	Chapter No.
01	Notice Inviting Tender	I
02	Instructions to Bidder	II
03	General Conditions of Contract (GCC)	III
04	Special Conditions of Contract (SCC)	IV
05	Bid Form	V
06	Bid Security Form	VI
07	Manufacturer's Authorisation Form	VII
08	Bidder's Performance Statement Form	VIII
09	Service Support Details	IX
10	Deviation Statement Form (ITB, GCC, SCC)	X
11	Technical Compliance Statement Form	XI
12	Contract Form	XII
13	Performance Security Form	XIII
14	Qualification Requirements	XIV
15	Technical Specifications	XV

4.2 The Bidder is expected to examine all instructions, forms, terms (ITB/GCC/SCC etc.), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.

5 Amendment To Bid Document

- 5.1 At any time prior to the deadline for 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 Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.
- 5.2 All prospective bidders who have received this bid document will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them.
- 5.3 The prospective bidders are **required** to keep a watch on the IIP website w.r.f. any amendment to the tender document or to clarification to the queries raised by the bidders till 07 (seven) days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

6 Language of Bid

6.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and IIP shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

7 Documents Comprising the Bid

The bid is required to be submitted in **two parts**. One part is the <u>Techno-Commercial Unpriced Bid</u> and the other part is the <u>Financial/Price Bid</u>.

- 7.1 The <u>Techno-Commercial Unpriced Bid</u> prepared by the Bidder shall include the following without indicating the price in the Bid Form.
 - (i) Bid Security/EMD As Specified In the Invitation To Bids.
 - (ii) Service Support Details Form;
 - (iii) T&C Deviation Statement Form;
 - (iv) Technical Specification Compliance Form;
 - (v) Performance Statement Form;
 - (vi) Manufacturer's Authorization Form.
 - (vii) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.
 - (viii) Bid Form.
 - (ix) The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any and the estimated life of the equipment offered.
 - (x) If the demonstration of the goods/equipment is deemed essential as per the technical requirements then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at IIP or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.
- 7.2 The Price/Financial Bid shall comprise the Techno Commercial Bid with price indicated in the bid form.

8 Bid Prices

- 8.1 The Bidder shall indicate the unit prices for each items (separately) and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.
- 8.2 Prices indicated shall be entered separately in the following manner (For Indigenous Items):
 - (i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - (ii) Taxes: We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. Hence Excise Duty and Customs Duty, if any, should be shown separately. Please mention the applicable taxes (VAT/CST/Service) clearly. We don't issue any 'Form C' or 'Form D'. However, being R&D Organization Concessional Sales Tax Forms can be issued, if it is applicable in your State from where the material is being supplied. If there is no explicit mention of taxes in your offer then quoted price will be deemed inclusive of such taxes. No other charges except those mentioned clearly in the quotation will be paid.
 - (iii) Rates should be quoted FOR at IIP, Dehradun inclusive of packing, forwarding, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will NOT be accepted. Such offers shall be treated as incomplete and rejected. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete.
- 8.3 Prices indicated shall be entered separately in the following manner (For Imported Items):
 - (i) The price of the goods, quoted FOB/FCA port of shipment. Please note that all FCA orders will be on FCA (International Carrier) INCOTERMS 2000 basis and as such Export Packing, Loading Charges, Inland Freight etc. in the shipper country will have to be paid by the Supplier. Items as per the purchase order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder.
- 8.4 (i) Prices quoted by the bidder shall remain 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 will be treated as non responsive and rejected.
- (ii) Bidders should quote their most competitive price, which leaves no scope for further negotiation.

9 Bid Currencies

- 9.1 Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in **USD** (\$), **Euro** (€), **Yen** (¥), **GBP** (£) wherever possible for correct evaluation during comparison.
- 10 Documents Establishing Bidder's Eligibility and Qualifications

- 10.1Pursuant to ITB 7, the bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted
- 10.2That the bidder meets the qualification criteria listed in Bid Document.

11 Documents Establishing Goods' Eligibility and Conformity to Bid Document

- 11.1The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 11.2Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:
 - A detailed description of the essential technical and performance characteristics of the goods;
 - (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
 - (iii) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 11.3For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

12 Bid Security

- 12.1The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids/NIT. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 12.2The bid security shall be in Indian Rupees and shall be in one of the following forms:
 - (i) A bank guarantee issued by a Nationalized/Scheduled bank, in the form provided in the Bid Document (Chapter VI) and valid for 45 days beyond the validity of the bid; or
 - (ii) A Banker's cheque or demand draft in favour of the purchaser.
- 12.3Any bid not secured in accordance with Clauses 12.1 and 12.2 above will be rejected by the Purchaser as non-responsive.
- 12.4Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity or placement of order which ever is later.
- 12.5The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- 12.6The bid security may be forfeited:
 - (i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days the order and/or fails to furnish Performance Security in the prescribed format.

13 Period of Validity of Bids

- 13.1Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 13.2In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security provided under Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 13.3Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

14 Format and Signing of Bid

- 14.1The Bidder shall submit the bids in two separate envelops. One envelop shall contain Techno commercial un-priced bid and the other shall contain the priced bid.
- 14.2The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 14.3Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.
- 14.4The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

D. SUBMISSION OF BIDS

15 Sealing and Marking of Bids

15.1The bidder shall seal the Techno Commercial Unpriced Bid and the Price/Financial Bid in two separate envelops duly marked as "Techno Commercial Unpriced Bid" and "Price/Financial Bid" respectively. Both the envelopes shall then be sealed in one outer (main) envelope.

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15.2The inner and outer envelopes shall:

(i) Be addressed to the Purchaser at the following address:

The Stores & Purchase Officer INDIAN INSTITUTE OF PETROLEUM, Haridwar Road, Mohkampur Dehradun – 224005(U.k.) INDIA

- (ii) Bear the Item Name /Reference No./ Last Date For Submission Of Tender / Date Of Opening Of Tender / Firm's Name & Address and a statement "Do not open before Time hrs(IST)" on Date." As per the NIT details.
- 15.3 If the outer envelope is not sealed and marked as required Clause 15.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 15.4Telex, Cable, Fax or e-mail bids will be rejected.

16 Deadline for Submission of Bids

- 16.1Bids must be received by the Purchaser at the address specified under Clause 15.2 no later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- 16.2The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late Bids

17.1Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 16, will be rejected and/or returned to the Bidder.

18 Modification and Withdrawal of Bids

- 18.1The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 18.2The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 15. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3No bid may be modified subsequent to the deadline for submission of bids.
- 18.4No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 12.7.

E. OPENING AND EVALUATION OF BIDS

19 Opening of Bids by the Purchaser

- 19.1The Purchaser will open all Techno Commercial Unpriced Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids.
- 19.2The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- 19.3The bidders' names, bid modifications or withdrawals, specifications, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid.
- 19.4Bids (and modifications sent pursuant to Clause 18.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 19.5If in response to our TWO BID enquiry, a single combined bid is submitted, it will be rejected straightway. Similarly if 'PRICE BID' has been found enclosed in the envelope marked 'TECHNICAL BID' the same shall also be rejected summarily.

20 Clarification of Bids

20.1To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

21 Preliminary Examination

21.1The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM/Foreign Trade Policy shall be treated as non-responsive and rejected summarily.

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- 21.2Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.
- 21.3The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 21.4Prior to the detailed evaluation, 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 Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security. Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.6After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

22 Conversion to Single Currency

22.1To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers/banks' website on the date of Price/Financial Bid opening.

23 Evaluation & Comparison Of Bids

- 23.1For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:
 - (i) Indigenous Offers

The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be basis of evaluation.

(ii) Imported Offers

The FOB/FCA price shall be the basis of evaluation

(iii) Imported Vs. Indigenous Offers

The final landing cost of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with customs clearance charges, Bank/LC charges, transportation upto IIP as per available records with IIP for imported goods) shall be the basis of evaluation

- 23.2Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.
- 23.3Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

24 Contacting the Purchaser

- 24.1Subject to ITB Clause 20, no Bidder shall contact or attempt to contact the Purchaser or anyone related to the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 24.2Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or award may result in rejection of the Bidder's bid.

25 Post Qualification

- 25.1In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 10.
- 25.2The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuance to ITB Clause 10, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

26 Award Criteria

- 26.1Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 27 Purchaser's Right To Vary Quantities At Time Of Award

27.1The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28 Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids

28.1The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

29 Notification of Award

- 29.1Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted by way of a Purchase Order.
- 29.2Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 30, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 12.

30 Performance Security

- 30.1Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security, in the Performance Security Form provided in the Bid Document.
- 30.2Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

31 Order Acceptance

31.1The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 12. 7 of ITB.

32 Buy Back Items

32.1If the goods are to be quoted on 'Buy Back' basis, then bidders must offer a separate buy back price for the old item. The Purchaser reserves the right to place the order with or without 'buy back' option. If required the condition of old buy back goods may be examined by the bidder before submission of its bid.

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<u>CHAPTER – III: GENERAL CONDITIONS OF CONTRACT (GCC)</u>

1 Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
 - (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
 - (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
 - (v) "GCC" mean the General Conditions of Contract contained in this section.
 - (vi) "SCC" means the Special Conditions of Contract.
 - (vii) "The Purchaser" as specified in Special Conditions of Contract.
 - (viii) "The Purchaser's country" is "India".
 - (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (x) "Day" means calendar day.

2 Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3 Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4 Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.2 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.3 The purchaser may be under obligation to make any document/information submitted by the bidder in response to this bid public if required under the provision of Right to Information Act 2005. Therefore bidder may explicitly indicate if any document/information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would jeopardize the competitive position of the bidder.

5 Patent Rights

5.1 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 India.

6 Submission of the bids

- 6.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.
- 6.2 Tender documents are available for sale as per the information specified in Invitation for Bids. Interested bidders may purchase the tender documents on payment of the cost there of or download directly from our website, as indicated in invitation for bids. The Purchaser is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

7 Performance Security

- 7.1 Within 21 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the amount specified in SCC.
- 7.2 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.
- 7.3 The Performance Security shall be submitted in one of the following forms:

- (i) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. **Or**
- (ii) Foreign Principals can also submit performance security directly in the form of Standby Letter of Credit which must be advised and confirmed by any bank in India located preferably in Dehradun (U.k.).
- 7.4 The performance security/Standby LC will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.
- 7.5 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security/SLC, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

8 Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9 Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10 Delivery and Documents

10.1Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11 Insurance

11.1The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12 Transportation

12.1Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13 Incidental Services

- 13.1The supplier may be required to provide any or all of the following services, including additional services, specified in SCC, if any:
 - (i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (v) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

14 Spare Parts

- 14.1As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
 - (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (ii) In the event of termination of production of the spare parts:
 - (iii) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (iv) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 14.2Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

15 Warranty

- 15.1The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The warranty should be comprehensive and on site.
- 15.2This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 26 months after the date of shipment whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 16.2The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the contract.
- 16.3Payments shall be made promptly by the Purchaser normally within thirty (30) days after submission of the invoice or claim by the Supplier.
- 16.4Payment shall be made in currency as indicated in the order.

17 Prices

17.1Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

18 Change Orders

- 18.1The Purchaser may at any time, by written notice given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:
 - (i) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (ii) The method of shipping or packing;
 - (iii) The place of delivery; and/or
 - (iv) The Services to be provided by the Supplier.
 - (v) The delivery schedule.
- 18.2If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under 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 claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

19 Contract Amendments

19.1Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20 Assignment

20.1The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21 Subcontracts

- 21.1The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2Sub-contract shall be only for bought-out items and sub-assemblies.

22 Delays in the Supplier's Performance

- 22.1Since time is the essence of the contract, 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 the Contract.
- 22.2If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).
- 22.3As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22.4Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalty clause.

23 Penalty

23.1Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24 Termination for Default

- 24.1The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

24.2For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"
- 24.3In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25 Force Majeure

- 25.1Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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26 Termination for Insolvency

26.1The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

27 Resolution of Disputes

- 27.1The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

28 Governing Language

28.1The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

29 Applicable Law

29.1The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

30 Notices

- 30.1Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address specified in the SCC.
- 30.2A notice shall be effective when delivered or on the notice's effective date, which ever is later.

31 Taxes and Duties

31.1Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

CHAPTER - IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1 Definitions (GCC Clause 1)

1.1 The Purchaser is 'The Director, INDIAN INSTITUTE OF PETROLEUM (IIP), DEHRADUN (UK), INDIA.

2 Performance Security (GCC Clause 7) Substitute clause 7.1 of the GCC by the following:

- 2.1 Within 21 days after the Supplier's receipt of order, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.
- 2.2 If the performance security is not furnished within the stipulated time as per 2.1 above, the contract shall be deemed terminated in pursuance of GCC Clause 24.
- 3 Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
- 3.1 After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
- 3.2 The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete

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- failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.
- 3.3 In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.
- 3.4 Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

4 Manuals and Drawings

- 4.1 Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- 4.2 The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- 4.3 Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

5 Packing (GCC Clause 9) Add as Clause 9.3 of the GCC of the following:

- 5.1 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:
 - (i) Item Nomenclature
 - (ii) Order/Contract No.
 - (iii) Country of Origin of Goods
 - (iv) Supplier's Name and
 - (v) Packing list reference number

6 Delivery and Documents (GCC Clause 10)

- 6.1 Delivery of the goods should be made within a maximum of 08 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AUP etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:
 - (i) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
 - (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
 - (iii) Insurance Certificate if applicable;
 - (iv) Manufacturer's/Supplier's warranty certificate;
 - (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
 - (vi) Certificate of Origin.
 - (vii) Two copies of the packing list identifying the contents of each package.
- 6.2 The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7 Insurance (GCC Clause 11)

- 7.1 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. *However, in case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance.*
- 8 Incidental services (GCC clause 13) The incidental services also include:
- 8.1 Furnishing of 01 set of detailed operations & maintenance manual.

9 Warranty (GCC Clause 15)

- 9.1 Warranty period shall be 24 months from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.
- 9.2 If a different period of warranty has been specified in the 'Technical Specifications' Chapter then the period mentioned in Clause 9.1 above shall stand modified to that extent.

10 Payment (GCC Clause 16)

- 10.1For Foreign Supplies: A letter of credit for 100% of the order value shall be established after receipt of order acknowledgement and payment 80% of the order value shall be released on negotiation of shipping documents and remaining 20% shall be released after satisfactory installation and submission of performance bank guarantee having value equivalent to 10% of the order value valid till warranty period + two months. Alternatively 100% payment will be released on negotiation of shipping documents subject to submission of two performance bank guarantees each having value equivalent to 10% of the ordered value, one PBG will be valid till installation of the equipment and validity of another PBG will be till completion of warranty period + two months.
- 10.2100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IIP in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 2.1 of SCC.
- 10.3Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items.

11 Penalty Clause (GCC Clause 23)

11.1 For delays: GCC Clause 23.1 -- The applicable rate is 1% per week and the maximum deduction is 10% of the contract price.

12 Resolution of Disputes (Clause 28): Add as GCC Clause 27.3 the following:

12.1The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

- (i) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (ii) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- (iii) The venue of the arbitration shall be the place from where the order is issued.

13 Applicable Law (GCC Clause 29) Add as Clause 29.2 of the GCC the following:

13.1The place of jurisdiction would be Dehradun (U.K.) INDIA.

14 Notices (GCC Clause 30)

14.1For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

(i) **Purchaser:** The Director,

INDIAN INSTITUTE OF PETROLEUM,

Haridwar Road, Mohkampur Dehradun – 248005 (U.K.) INDIA.

(ii) **Supplier:** (To be filled in by the supplier)

			 ٠.						٠.	-		 			-		٠.	

15 Progress of Supply

15.1Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- (i) Quantity offered for inspection and date;
- (ii) Quantity accepted/rejected by inspecting agency and date;
- (iii) Quantity dispatched/delivered to consignees and date;
- (iv) Quantity where incidental services have been satisfactorily completed with date;
- (v) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- (vi) Date of completion of entire Contract including incidental services, if any; and
- (Vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

16 Right to Use Defective Goods

16.1If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

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17 Supplier Integrity

17.1The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

18 Training

18.1The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

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CHAPTER - V: BID FORM

The Director,

Indian Institute of Petroleum Haridwar Road, Mohkampur Dehradun-248005 (U.K.)

			hereby duly acknowledged, we the undersigned offer Goods) in conformity with the said bidding documents
for a sum or such other	sums as may be as	scertained from the bid.	occupy in comorning with the care stating accuments
We undertake th	nat if our bid is acce	epted to deliver the goods in	accordance with the delivery schedule specified.
If our bid is accontract, in the form pre-			k as specified in SCC for the due performance of the
•	-	•	the date fixed for bid opening as per the instructions to any time before the expiration of that period.
Until a formal c notification of award sha			gether with your written acceptance thereof and your
Commissioning executions if we are awa			us to the agents relating to this bid, and to contract
Name and address of agent		Amount in Rupees	Purpose of Commission
(if none, state "none")			
We understand that you	are not bound to a	ccept the lowest or any bid y	ou may receive.
Dated this	day of	20	
Signature			
In the capacity of			

Duly authorized to sign the bid for and on behalf of _____

BID DOCUMENT (YC) Page 20 of 50

CHAPTER - VI: BID SECURITY FORM

	eas
registe	V ALL PEOPLE by these presents that WE
	nts. Sealed with the Common Seal of the said Bank this day of 19
THE C	CONDITIONS of this obligation are:
1.	If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2.	If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
	(a) Fails or refuses to execute the Contract Form if required; or
	(b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
having	ndertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser of to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to not the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
	uarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand pect thereof should reach the Bank not later than the above date.
	(Signature with Seal of the Bank) (Complete Contact Details with Tel./Fax/email etc)
¹ Nai	me of Bidder

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CHAPTER - VII: MANUFACTURERS' AUTHORIZATION FORM

No	Dated
The Director, INDIAN INSTITUTE OF PETROLEUM, Haridwar Road, Mohkampur– 248005 (U.K.) India	
Dear Sir:	
We (address of factory) do hereby Agent) to submit a bid, negotiate and receive the order from yo	who are established and reputable manufacturers of authorize M/s (Name and address of a gainst your tender enquiry.
No company or firm or individual other than M/sin regard to this business.	is authorized to bid, and conclude the contract
We hereby extend our full guarantee and warranty as p of the Special Conditions of Contract for the goods and service	er Clause 15 of the General Conditions of Contract and Clause is offered by the above firm.
	Yours faithfully,
	(Name)
	(Name of manufacturers)

Note: This letter of authority should be on the <u>letterhead of the manufacturer</u> and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its technocommercial unpriced bid.

CHAPTER - VIII: BIDDER'S PERFORMANCE STATEMENT FORM

(For A Period of Last 3 Years & For similar equipment)

Order placed	Order	Description and	Price	Date of	Remarks	Has the equipment	Contact
by (full	No.	quantity of		completion of	indicating	been installed	Person
address of	and	ordered similar		delivery as per	reasons for	satisfactory?	alongwith
purchaser)	date	equipment		Contract/Actua	late	(Attach a certificate	Tel. NO.,
				I	delivery, if		Fax No. & e-
					any	purchaser/Consignee)	mail address
	<u> </u>				<u> </u>		

Signature Rubber stamp

Place : Date :

CHAPTER IX: SERVICE SUPPORT DETAILS FORM

S. N.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos., Fax and e mail address of the firm located in Dehradun or near by	of consumable spares

	Signa	ature and Seal of the manufacturer/Bio	lder		
Place	:				
				Date	:

CHAPTER - X: DEVIATION STATEMENT FORM (ITB, GCC, SCC)

The following are the particulars of deviations (ITB, GCC, SCC Clauses) from the requirements of the tender document and specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

D	300	
	ace.	

Date:

Signature and seal of the Manufacturer/Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

CHAPTER - XI: TECHNCAL COMPLIANCE STATEMENT FORM

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

ITEM NAME						
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation If any			

(Technical literature/brochures/manuals should be attached alongwith this format)

Please note:

- 1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
- 2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

CHAPTER - XII: CONTRACT FORM

THIS AGREEMENT made theday of						
WH	part: WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the					
sup	oply of those	goods	and services in the	sum of	(Contract Price in Words	and Figures) (hereinafter
cal	led "the Con	tract P	rice").			
1.	NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz: (a) the Bid Form and the Price Bid submitted by the Bidder; (b) the Technical Specifications; (c) the General Conditions of Contract; (d) the Special Conditions of Contract; and (e) the Purchaser's Notification of Award/Purchase Order.					
 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein conformity in all respects with the provisions of the Contract. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under: 						
			goods and services w	vhich shall be suppli	ed/provided by the Supplier al	re as under:
				RIPTION & QTY.	ed/provided by the Supplier al	AMOUNT
					ed/provided by the Supplier al	
					ed/provided by the Supplier al	
					ed/provided by the Supplier al	
					ed/provided by the Supplier al	
	Payment Terrelivery Sched				Agency Commission [TO BE PAID IN EQUIVALENT INR]	AMOUNT
D IN	elivery Scheo	dule whered	ITEM DESC	have caused this	Agency Commission	AMOUNT EXW/FOB/FCA/CIF/CIP
IN res	elivery Scheo WITNESS pective laws	whered the da	ITEM DESC	have caused this	Agency Commission [TO BE PAID IN EQUIVALENT INR]	AMOUNT EXW/FOB/FCA/CIF/CIP
IN res	elivery Scheo WITNESS pective laws	whered the da	of the parties heretory and year first above	have caused this written.	Agency Commission [TO BE PAID IN EQUIVALENT INR]	AMOUNT EXW/FOB/FCA/CIF/CIP
IN res	elivery Scheo WITNESS pective laws ned, Sealed	wherece the da	of the parties heretory and year first above	have caused this written.	Agency Commission [TO BE PAID IN EQUIVALENT INR]	AMOUNT EXW/FOB/FCA/CIF/CIP
IN res Sig Sai	elivery Scheo WITNESS spective laws Ined, Sealed id	wherece the date of the date o	of the parties hereto by and year first above elivered by the (For the P	have caused this written.	Agency Commission [TO BE PAID IN EQUIVALENT INR]	AMOUNT EXW/FOB/FCA/CIF/CIP
IN res Sig Sai In t	witness spective laws id	wherece the day and D	of the parties heretony and year first above elivered by the(For the P	have caused this written.	Agency Commission [TO BE PAID IN EQUIVALENT INR]	AMOUNT EXW/FOB/FCA/CIF/CIP

CHAPTER – XIII: PERFORMANCE SECURITY FORM

The Director, NDIAN INSTITUTE OF PETROLEUM Haridwar Road, Mohkampur Dehradun-248005
WHEREAS
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a Guarantee: "HEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of
his guarantee is valid until theday of19
Signature and Seal of Guarantors
(Complete Address/Contact Details with Tel./Fax/email etc

CHAPTER XIV: QUALIFICATION REQUIREMENTS

- The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.
- ii The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
- iii The annual turnover of the bidder during the last financial year should be Rs 50.00 crores and above.
- **iv** The bidder should have executed similar orders successfully during the preceding three financial years. The details should be incorporated in the performance statement form along with documentary evidence.
- **v** Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
- vi That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract. The bidder must have an office in Lucknow.
- **vii** That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
- viii Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- Other things being equal, preference shall be given to firms who or his principal has supplied and installed similar system at any CSIR/ ICAR/ ICMR/DAE/ DRDO/ DST/DBT/other Govt or autonomous research Labs in India.
- x Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements alongwith those mentioned in this chapter.

DETAILED ITEM SPECIFICATIONS

1	ITEM	Microprocessor based high pressure bench top Reactor System	REF. No	Pur/1/07-08/352/AKS
		System Configuration :		
		Material of Construction : SS-316; Pressure 1450 psig (100 bar),		
		temperature:650°c; Reactors volume:5 CC, 20 CC (1 each); Two gas		
		feed inputs with MFC (2 No.), two liquid feed inputs with digital HPLC		
		pumps (2 Nos); Mixture & vaporizer; Reactor status valve-offline/online;		
		Pressure monitoring & control:Analog Gauge with Transducer & Digital Indicator/Manual Regulator; Sample Valve: GC analysis status valve.;		
		Heated Transfer line for sample transfer to GC. Gas liquid separator		
		with manual drain. Discrete controls; DIMENSONS (approx.);		
		Cabinet:100 cm x 80 cm x 35 cm		
		POWER SUPPLY: 220 VAC, 50/60Hz, 20 Amp, single phase; Spares		
		kit:including essential parts and consumables for 3-years smooth		
		operation. (Complete detailed specifications may be seen in the next		
-		page)		
	Qty.	01	Bid Type	Two Bid
2	ITEM	Sulfur Analyser (Based on X- Ray Fluorescence)	REF. No.	Pur/1/07-08/400/Vsk
		Should Comply with ASTM D 4294/ IP336/ IP496		
		01		Two Bid
3	ITEM	Microprocessor based high temperature Gas	REF. No	Pur/1/07-08/372/AKS
		Chromatograph for on –line analysis		
	Qty	01	Bid Type	Two Bid
spec	cificat	ions as per enclosed annexure-I	•	•
-		r		
Sen	arate t	ender documents are placed for Appointment of Custom Cl	learing & For	warding Agent

Detailed Specifications

Microprocessor based high pressure bench-top Reactor System

System Pressure: 1450 psi (100 Bar); Reactor Temperature (max.): 650° C;

Oven Temperature: 250° C.

Size (approx.): Cabinet: 100cm width x 80cm height x 35cm Depth

Oven: 30cm Width x 24" (61cm) Tall x 8" (20cm) Deep

Power Supply: 220 VAC, 50/60 Hz, 20 Amp, single phase

Bulkhead connections using Compression fittings (of Swagelok or equivalent) for stainless steel tubing with nominal 1/8" OD and 1/16" ID. Filter rating: 7 Micron.

Check valves: O-ring seal design, 20 psi (1.4 Bar) cracking pressure.

Metering valves: 18 turn, 0.047" (1.19 mm) orifice, 1° stem, .010 Cv, micrometer handle

Ball valves: 3-way, 180° actuation for directional flow switching and shut-off.

Thermocouple: Type "K" (Nickel-Chromium & Nickel - Aluminum)

Tubing: 1/8" OD x 1/16" ID. SS316 seamless tubing

Feed Preparation

Feed streams for four (4) reactants (2 liq. + 2 gas), the purge gas, and the GC carrier gas. Reactant Feed Lines and Purge / Feed Control should includes bulk-head connectors, inlet filters, metering valve, 3-way ball valve, and a check valve for on/off control and flow measurement of fluids. GC Carrier Control should include bulk-head connectors, inlet filter, and a 3-way ball valve.

Mass Flow controllers (2 Nos.): equipped with bulkhead connectors, gas inlet filters, and power supplies. Range: 0-500 SCCM, each for hydrogen and argon. Accuracy: +/-1%full scale. Repeatability: 0.25% of rate. Temp. range: 5-65 °C. Operating pressure (Max.)-1,500 psig, 50 psid pressure drop. Leak integrity: 1x10 atm cc/sec (He). HPLC Micro-metering pumps (2 No.): for 2-liquids. Flow rate: 0.01-9.99 ml/min. Pressure rating: 150-6000 psi. Accuracy: +/-2%. Sapphire or ceramic pistons.

Oven Components

The reactor and heater should be in an isothermal oven with a forced convection blower assembly to avoid undesirable condensation.

Mixer/Vaporizer: should include four (4) inlet filters, and four (4) 54" (137 cm) coils for pre-heating gas and vaporizing liquids before feeding to the reactor.

Pressure Gauge: ~ 2-1/2" diameter face, dual scale, psi and Bar.

Pressure Transducer: Accuracy of +/-0.13% of full scale at constant temperature.

Accurate pressure readings at different values from 10 bar to 100 bar.

Isolator: 316 SS, silicone oil filled.

Reactors: 5-ml (id: 7-8mm, heated length: 150-155mm), and 20-ml (id: 12-14mm, heated length: 150-155mm) standard volumes. Should include inlet and outlet filters and full length internal thermowell. Heater: 600-700 W.

Reactor Flow Direction: The standard tubing configuration to create downward flow, i.e. in the top and out the bottom. Pre-bent tubing to produce the reverse reactor flow direction to be included as loose parts with the unit.

"Trickle Feed" Connection: The standard end fitting of the tube reactor should be equipped with an unused connection for feeding ingredients directly to the reactor through a dedicated line (for independent temperature control) and to bypass the mixer vaporizer assembly.

Reactor Status Valve: valve with 1/8" tube connections, 8 port, 2 position, air operated, push button activated, to permit sampling of reactant feeds when used in combination with sampling valve.

Sample Valve: Valve with 1/8" tube connections, 8 port, 2 position, air operated, push-button activated, to captures a sample (standard) of product (~ 1 ml) and sends it to a Gas Chromatograph.

Back Pressure Regulator: Manually operated (standard)

Digital indication of pressure.

Product Handling

Gas/Liquid Separator: located after the reactor and before the back pressure Regulator should include a ball valve and metering valve for draining.

Volume: ~150 ml. Cooling Coil: 1/4" Tube (copper).

Manual Drain: Metering Valve and 1/4 Turn Ball Valve.

Heated Transfer Line: to connect the sample valve to a customer-supplied gas chromatograph (GC) for complete sample arrival at the GC by delivering

it at elevated temperature to prevent any condensate formation.

Length: \sim 6 feet (1.83m). Inner Diameter: \sim 0.027" (0.69mm). Max Temp: 300°C GC Adapter: Universal needle nut assembly including needles, septa, nut and ferrule to adapt to most GC's

Control System

Reactor Temperature: Closed Loop Digital Controller with 8-segment ramp-soak.

Reactor Wall Temperature: Over-Temperature Monitoring.

Pressure Indicator/Controller: Digital Pressure Indication or Pressure Indicating

Controller

GC Transfer Line: Closed Loop Digital Temperature Controller

System Fail-safe Alarms: Over-temperature alarm to shut down all system heaters.

Spares for three years smooth operation:

Thermocouple: 2 Nos., Heater Coil: 1 No., Filter Element: 2 Nos., Pressure control valve repair kit: 1 No., Non return valve: 1 No., Rupture disc: 2 Nos., Pressure gage: 1 No., Liquid pump repair kit: 1 No., Glands: 6 Nos., Sleeves: 6 Nos., Solid State Relays: 1 No., Nuts: 6 Nos., Ferrules: 6 Nos., Fittings: 6 Nos., Tubings: 6 Meter.

Operation / Service manuals

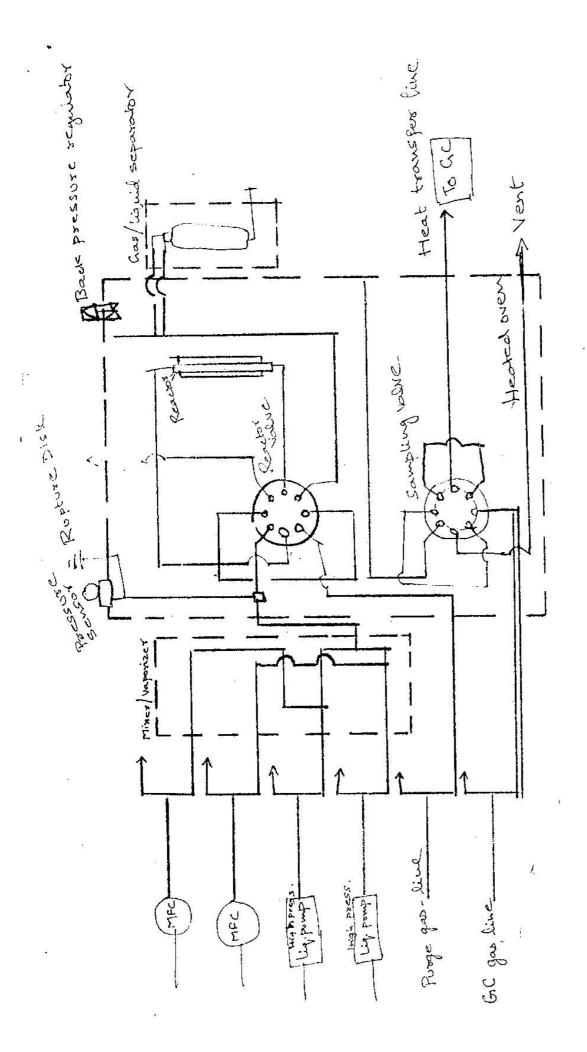
Two sets of operation, service manual and electronic circuit diagram of instrument to be provided free of cost.

Training

Operation training of the instrument at our site and at manufacture's training centers for one persons to be provided free of cost. The initial rigorous training is necessary for smooth and optimal running of reactor and to have know-how for basic troubleshootings, maintainance and operation.

Warranty

2 years warranty after the date of installation.



Specifications for Tender/Item No.2

Sulphur Analyser (Based on X-Ray Fluorescence) should comply with ASTM D 4294/IP 336/IP 496

Elemental Range: Sulphur and Lead

Number of elements can be analyse: Ni, V & Fe elements in fuel oils

Detection Range : For sulphur Lower limit 2.0 ppm (3 sigma) to upper limit 5% (without helium must be ensured)

For Lead: 0.0025 g/l (3 Sigma) Lower limit

Sample form: Solids & Liquids of Petroleum Products

Excitation through polarized X Ray, HOPG (Highly oriented pyrolytic Graphite) crystal or similar to ensure very low background. End window X-ray tube, (Max voltage 48 Kv and Max Power 50 W).

Detection Sytem: Rugged gas filled proportional counter detector, Auto energy drift compensation, Upto 5 moveable filters with rapid flush helium purge.

Sample Chamber: Single position and Sample spinner for accurate measurement of inhomogeneous samples.

Analysis Time: 10-300 seconds (Approx)

Data Processing: Built in or embedded panel PC computer, Touch screen display preferred,

Software: Windows TM Operating System USB & Ethernet, Net working capability, External monitor connection,

Obboard Thermal Print

Essential Requirement

Service and User manual & List of users in India
Installation period (With in 2 months after receiving the equipment)

Optional

Spares for two years

Specifications of Tender/Item No.3

Microprocessor based high temperature Gas Chromatograph for on-line analysis

Specifications: with one PTV split/splitless capillary injection port, two packed injection ports, two FIE and one TCD detectors, with provision for on-line analysis using 8-port automatic heated gas sampling valve with 0.5, 1.0 ml loop, with computer, printer and all accessories as per detailed specifications attached.

Detailed Specifications

Microprocessor based high temperature Gas Chromatograph

Main Unit

With multi ramp temperature programming and advanced electronic pneumatic control (EPC)/electronic flow control (EFC) for carrier and detector gas supply and capable of providing round the clock productivity.

Highly precise retention time repeatability (< 0.008%) and area repeatability (< 1%RSD)

Injectors

One PTV split/splitless capillary injection port, maximum temperature 450 °C, with electronic pressure control for carrier gas and split flow, temperature programming from ambient to 450 °C. Provision for connecting narrow bore and wide bore fused silica capillary columns.

Two packed injection ports with maximum temperature 450 °C with EPC/EFC control of carrier gas supply lines. Pressure range: 0-100 psig.

All injection ports should be independently heated. Two injection ports should be operable concurrently

Auto gas sample valve with 0.5 ml and 1 ml sample loop with PC control operation.

8-port automatic heated gas sampling valve for on-line analysis with 1 ml loop using GC Transfer Line from a microreactor.

Oven

Temperature range ambient to 450 °C with 0.1 °C accuracy.

Multi ramp temperature programming (minimum ramps/holds: 7/8), with high accuracy, 0.1 to 100 °C per minute increase.

Temperature set-point resolution should be 1°C.

High cool down rate for oven (less than 5 minutes for cooling from 400 to 50°C).

Control

Through GC keyboard and PC software independently.

Detectors

Two high sensitivity flame ionization detectors with EPC/EFC control (one FID should be connectable to packed column and second FID should be connectable to fused silica

capillary column). Air and hydrogen lines should have separate controls for both detectors. Auto-ignition, auto-detection and re-ignition features.

Maximum temperature of FID should be 450°C or better.

Detectivity should be 2 pg C/sec or better.

Linear dynamic range should be 10⁷ or better

Flame-out detection/auto re-ignition: standard

One Thermal conductivity detector with pressure safety switch. Maximum temperature of TCD should be 450°C or better Detectivity should be 300 pg/sec (C4) or better Linear dynamic range should be 10⁶ or better Filament protection: standard Automatic bridge balancing: standard

Two detectors should be operable concurrently.

Alarm

Alarm facility for heater, sensor and gas flow faults.

Provisions

Provision for on-line analysis using 8-port valve. Fully integrated Automatic Liquid Sampling in the mainframe control.

Reliable, leak-free, in-oven capillary connections.

Provisions for adding accessories like head space sampler, automatic liquid sampler and automatic gas sampling valve etc.

Installation startup/Installation kit

Installation accessory kit, complete with s.s.-316 tubing, spanners, metal tube cutter, ferrules, nuts, fuses, septa, 10µl syringes, vials (500) with caps, septums etc.

Data System

Work station with Core2Duo computer with provision for dual channels for the simultaneous collection of data. Software should be M S 32 bit software Windows XP or Vista based and should be capable of report generation through multi-tasking window (complete environment control through software) and data processing with provision for offline data processing. Software should be capable of doing all operations required for running the instrument (complete instrument control through software/PC) including software for SIMDIST analysis for Simulated distillation of petroleum products with conformity to ASTM D 2887, extended 2887.

Chromatography software

The Chromatography software should be a client server based Chromatography data system.

The software should be able to acquire data from all the detectors and should have a single point control of all gas chromatographic parameters.

The software should have the facility for interactive graphics, tool bar facility for online editing, recalculation, batch data processing, overlay, peak integration, S/N (signal to noise) ratio, programmable integration control, baseline compensation, options for continuos averaging of calibration data, weighted regression etc.

All standard chromatographic parameters for qualitative and quantitative analysis should be available.

All GLP program to be incorporated with the software.

- The simdist software should give the following facilities:
- a) Chromatogram with merged corrected blank analysis and IBP/FBP marks vs retention time
- b) Chromatogram with merged corrected blank analysis and IBP/FBP marks vs boiling point
- c) Calibration plot of boiling point versus elution time.
- d) Table and Plot of % off vs boiling point
- e) Reporting of cut percentage and fractions.]
- f) Carbon number distribution along with boiling point.
- g) Capability to combine various methods under sequence control.
- h) Ability to automatically update calibrations
- i) Reprocessing of SIMDIST results-
- i) Capability to calculate the unrecovered quantity of the material.
- k) The international standards should be clearly indicated in the report.

There should be facility for users to add their own calculations.

- D-86 or D-1160 correlation according to the final boiling point of the product analyzed.
- Column resolution calculation.
- Warnings issued if calibration range does not match sample boiling point range.
- The software should provide D86 Correlation editor to do changes in the equation, to include new correlation points, to add an offset to the equation
- All GLP (good laboratory practice) features to be incorporated with the software The system should also be supplied with a carbon number distribution software. The software should be able to give distribution of carbon number along with % area for individual hydrocarbons.

Back-up for all softwares should be provided.

Computer details

Desk top computer system P-IV or Core2Duo, 3.0 GHz, 1.0 GB RAM, 80 GB hard disk, 16X DVD, CD, Combo drive, multimedia keyboard, optical USB mouse, 19" LCD-TFT color monitor with latest windows XP or Vista Ultimate and CD back-up from standard supplier like IBM/HP etc. USB port and other standard features.

Heavy duty high resolution Laser jet printer such as HP 1160 or equivalent; one

Pressure Regulators

Double stage stainless steel 316 regulators with stainless steel diaphragm for ultra high purity nitrogen, air and hydrogen. Primary pressure 3000 PSI and secondary 0-200 PSI (Matheson/Swegelok/Air products)

Purifiers and traps

For nitrogen, helium (carrier gas lines) for removing moisture, hydrocarbons, oxygen and other gases in series. For detector gas supplies i.e. for hydrogen and air lines, traps for removing moisture and hydrocarbons.

Syringes

Hamilton glass syringes: 5μ l liquid – 12 Nos., 10 μ l liquid – 12 Nos., 100 μ l gas tight – 6 Nos.

Analytical Columns

(fused silica and/or packed columns are required for:

1. Separation of N₂, O₂, CO₂, CO, H₂O and C1-C4 hydrocarbons

mizhia 5886

2. For analyses of complex (C₅-C₁₈) hydrocarbon mixtures. (reference standards required)

3. For simulated distillation according to ASTM Method D 2887. (including program and reference standards for SIMDIST analysis)

(suitable columns for the above analyses compatible with supplied GC should be provided)

Fused silica capillary columns

- Bonded non-polar methyl silicone capillary column such as PetrocolTM DH or equivalent for analyses of complex hydrocarbon mixtures. 100m x 0.25mm ID x 0.50μm film. With all Reference standards such as PIANO mix, ZC5-C18 paraffin mixture.
- 5. Thin film bonded phase capillary column such as SPB-1 or equivalent for analyses of high-boiling hydrocarbon mixtures. 30m x 0.53mm ID x 0.10μm film.
- Ultimetal SIMDIST column or similar, 5m x 0.53mm, with a film thickness of 0.5-0.17 μm – 1 No. (for simulated distillation according to ASTM Method D 2887).
- fused silica column for separation of N₂, O₂, CO₂, CO, H₂O and C1-C4 hydrocarbons (CO₂ and C₁-C₃ hydr0carbon analyses are desirable)

Packed columns for GC

- Carbosieve G or similar, (high performance 60/80 mesh); SS-316 tubing, 5' X
 1.1mm id 1 No. (for separation of N₂, O₂, CO₂, CO, H₂O and C1-C4 hydrocarbons)
- 2. PLOT/Alumina column, 30m 1 No. (for C1-C6 hydrocarbons)
- 3. Packed SIMDIST column, for simulated distillation according to ASTM Method D 2887. (including program for SIMDIST analysis)

Spares for three years smooth operation

- Self sealing rubber septum stable upto +400 °C for packed column injector 200 Nos.
- Ferrules and cones (SS-316) for pack column injector and detector fittings 50
 Nos. SS-316 Nuts for packed columns fitting 50 Nos.
- Ferrules for capillary column (0.25 mm id) injector and detector fittings. (a)
 Composition 85% polyamide/15% graphite, vespel stable upto 400 °C = 50 Nos.
 (b) Composition flexible graphite, stable upto 450 °C = 50 Nos.
- 4. Ferrules for wide bore capillary column (id 0.53mm) stable upto 480 °C = 10 Nos.; Nuts (SS-316) for capillary columns = 10 Nos.
- 5. Pin vise drill kit for capillary column consisting of pin vise and 14 no. drill bits = 1 No.
- 6. Fused silica tube cutter = 1 No.
- 7. Liquid leak detector (residue free) for checking leaks of capillary and packed columns in GC = 5 X 2 Lit.
- 8. Electrically heated glass syringe cleaner, operating temperature 250 °C, 220/240 V-1 No.
- 9. Rotary vacuum pump operable at 220/240 V for connecting into syringe cleaner along with silicon oil 1 No. (any other albitround space—parts Operation / Service manuals

 Two sets of operation, service manual and electronic circuit diagram of instrument to be provided free of cost.

Training

Operation training of the instrument at our site and at manufacture's training centers for one person to be provided free of cost. Initial rigorous training is necessary for smooth and optimal running of GC and to have know-how for basic trouble-shootings, maintenance and operation.

Warranty

Atleast 2 years warranty of the instrument / data system after the date of installation.

After-Sale Services:

After-sale servicing and maintenance should be readily available in India. Remote diagnostics and performance verification services are also desirable.

List of users in India should be provided.

INDIAN INSTITUTE OF PETROLEUM (Council of Scientific & Industrial Research) Haridwar Road, Mohkampur, P.O.I.I.P,- Dehradun

TENDER FOR THE APPOINTMENT OF CLEARING-CUM FORWARDING AGENT

INTRODUCTION

INDIAN INSTITUTE OF PETROLEUM, DEHRADUN, IS AN AUTONOMOUS ORGANISATION UNDER CSIR, DEPARTMENT OF SCIENTIFIC & INDUSTRIAL RESEARCH, MINISTRY OF SCIENCE & TECHNOLOGY, GOVERNMENT OF INDIA AND IS DEVOTED TO THE CAUSE OF SCIENTIFIC RESEARCH IN THE AREA OF CREATING FUTURE FUELS. WE IMPORT A NUMBER OF HI-TECH. EQUIPMENTS AND CHEMICAL {INCLUDING PERISHABLE ONES}, TO MEET OUR SCIENTIFIC R&D NEEDS, ON CONTINUAL BASIS FROM VARIOUS COUNTRIES ALL OVER THE WORLD. THE CONSIGNMENTS ARE NORMALLY RECEIVED ON FOB/FCA BASIS BARRING A FEW(PARTICULARILY FOR PERISHABLE CHEMICALS), WHICH ARE RECEIVED ON CIF BASIS.

WE ARE INTERESTED TO ENGAGE A COMPETENT AND EFFICIENT FREIGHT FORWARDER-CUM- CLEARING AGENT (HAVING VALID CHA LICENCES) FOR IMPORT OF CONSIGNMENTS FROM DIFFERENT COUNTRIES ALL OVER THE WORLD BY AIR FREIGHT, AIR PARCEL AND SEA SHIPMENT UNDER COSOLIDATION, FROM THE PARTIES DEALING WITH CLEARANCE, IMPORT & EXPORT HANDLING AND INTERNATIONAL FREIGHT FORWARDING UNDER CONSOLIDATION. THE CONSIGNMENTS CONTAIN PRECIOUS AND DELICATE TYPE OF EQUIPMENTS, INSTRUMENTS AND OTHER SPECIAL TYPE OF MATERIALS INCLUDING PERISHABLE/HAZARDOUS CHEMICALS, ETC.

PARTIES ENGAGED IN THE SERVICES OF CUSTOM CLEARANCE AND CONSOLIDATION, MAY SUBMIT THEIR TENDERS. MEMBERSHIP OF <u>IATA & FIATA</u> FOR SELF OR THEIR ASSOCIATES AND POSSESSION OF AUTHORIZED COSOLIDATION <u>AS WELL AS CHA</u> LICENSES, IS A COMPULSORY QUALIFICATION. FIRMS HAVING THEIR OWN LICENSE FOR CONSOLIDATION WORK SHALL BE PREFERRED OVER THOSE WHO DEPEND FOR COSOLIDATION WORK, UPON OTHER/SISTER FIRMS.

INSTRUCTIONS AND TERMS & CONDITIONS.

- 1. WE PLACE PURCHASE ORDERS ON FOB/FCA BASIS. A VERY FEW PURCHASE ORDERS ARE PLACED ON EX-WORKS BASIS AND ON C.I.F. BASIS.
- 2. ALL OUR IMPORTED CONSIGNMENTS ARE INSURED BY NEW INDIA INSURANCE COMPANY INDIA THROUGH OPEN COVER POLICY AND WE PAY THE PREMIUM IN INDIAN CURRENCY. CONSIGNMENTS ON CIF BASIS ARE NOT INSURED BY US.
- 3. THE AGENCY SHOULD HAVE EXPERIENCE IN THE FIELD OF CARGO FORWARDING & CUSTOMS CLEARANCE OF 'SCIENTIFIC EQUIPMENTS, RESEARCH CONSUMABLES OF HIGHLY PERISHABLE NATURE AND DAGEROUS GOODS', WITH ANY REPUTED GOVERNMENT INSTITUTION (PREFERABLY SCIENTIFIC/EDUCATIONAL ETC.)DURING THE LAST THREE YEARS.
- 4. THE AGENCY SHOULD HAVE NETWORK OF CARGO FORWARDING/COSOLIDATING AGENTS IN ATLEAST 20-25 COUNTRIES VIZ. USA, CANADA, MEXICO, BRAZIL, UK, SWITZERLAND, FRANCE, ITALY, GERMANY, SWEDEN, IRELAND, NORWAY, DENMARK, AUSTRIA, ISRAEL, NETHERLAND, JAPAN, SINGAPORE, HONGKONG, KOREA, AUSTRALIA ETC.
- 5. FORWARDING-CUM-CLEARING AGENT MUST INTIMATE TO THE IMPORTER AT LEAST THREE DAYS IN ADVANCE, FROM THE DATE OF ARRIVAL OF THE CONSIGNMENT AT IGI NEW DELHI AIRPORT WITH THE HOUSE AIRWAY BILL AND MASTER AIRWAY BILL NUMBERS WITH DATES TO COVER INSURANCE OF THE CONSIGNMENT.
- 6. WE PAY CUSTOMS DUTY APPROXIMATELY @9.2% PRESENTLY, ON CUSTOMS ASSESSABLE VALUE FOR ALL THE IMPORTED ITEMS.
- 7. YOU ARE TO PAY ALL THE CLEARING CHARGES OF THE CONSIGNMENT INCLUDING CUSTOMS DUTY UP TO THE Rs. 50,000. YOUR BILL FOR AIRFREIGHT/SEA-FREIGHT CHARGES,CUSTOM DUTY AND CLEARING CHARGES ETC., WILL BE PAID TO YOU WITHIN 15(FIFTEEN)WORKING DAYS FROM THE DATE OF RECEIPT OF THE CONSIGNMENT IN OUR PREMISES IN GOOD CONDITION OR FROM THE DATE OF SUBMISSION OF THE BILL ALONGWITH ALL RELEVANT DOCUMENTS, WHICHEVER IS LATER. RELEASE OF PAYMENTS SOMETIMES MAY BE DELAYED OVER A PERIOD OF 30-45 DAYS (SPECIALLY THE CASES INVOLING DEMURRAGE).
- 9. THE PAYMENT OF AIRFREIGHT, CUSTOMS DUTY AND CLEARING CHARGES WILL NOT BE MADE IF THE CONSIGNMENT IS IN DAMAGED CONDITION BOTH EXTERNALLY OR INTERNALLY. HOWEVER, THE PAYMENT WILL BE RELEASED ONLY AFTER THE AMOUNT IS RECOUPED FROM THE INSURANCE COMPANY
- 10. WE SHALL NOT BEAR/PAY ANY DEMURRAGE CHARGE ON ACCOUNT OF ANY DELAY IN CLEARANCE ATTRIBUTABLE TO CLEARING AGENT OR THEIR FREIGHT FORWARDER.
 - 11. THE CONSIGNMENT AFTER CLEARANCE FROM AIRPORT SHOULD DIRECTLY BE DELIVERED TO OUR WAREHOUSE AT IIP WAREHOUSE WITHIN 7 WORKING DAYS. IN CASE OF PERISHABLE ITEMS, IT SHOULD BE DELIVERED WITHIN MINIMUM REQUIRED PERIOD WITH PRORPER ARRANGEMENTS. THE PERISHABLE CONSIGNMENTS SHOULD BE CLEARED WITHIN 24 HOURS OF LANDING AND CLEARANCE PROCESS FOR SUCH CONSIGNMENTS SHOULD BEGIN WELL IN ADVANCE. IN CASE, A PERISHABLE CONSIGNMENT IS DAMAGED DUE TO

- 12. ANY KIND OF LOSS OR DAMAGE TO THE CONSIGNMENT FROM FOREIGN AIRPORT TO OUR WAREHOUSE WILL BE YOUR FULL RESPONSIBILITY FOR RECOUPMENT. HOWEVER, NECESSARY DOCUMENTS ON THIS ACCOUNT (TO BE PREPARED BY YOU) WILL BE SIGNED BY US IN THE CAPACITY OF CONSIGNEE/IMPORTER.
- 13. **WEIGHT:-** (A) THE WEIGHT FOR THE PURPOSE OF AIRFREIGHT WILL BE THE "CHARGEABLE WEIGHT" OF THE CONSIGNMENT.

 (B) THE WEIGHT FOR THE PURPOSE OF CLEARANCE FROM
 - (B) THE WEIGHT FOR THE PURPOSE OF CLEARANCE FROM AIRPORT WILL BE THE "GROSS WEIGHT" OF THE CONSIGNMENT.
 - 14. <u>AIRFREIGHT CHARGES</u>: THE FORWARDERS CHARGE THE FREIGHT CHARGES ON THE BASIS OF I.A.T.A. RATES WHICH ARE FIXED BY I.A.T.A. <u>THE IATA RATES</u> FROM RESPECTIVE COUNTRY OF IMPORT, SHOULD BE CONSIDERED AS THE REFERENCE, WHILE OFFERING DISCOUNT ON FARWARDING/CONSOLIDATION RATES. UNDER NO CIRCUMSTANCES SHOULD THESE RATES BE MORE THAN THOSE SPECIFIED IN LATEST *IATA* TACT BOOK. <u>THE FIRM SHOULD FURNISH AN UNDERTAKING TO THIS EFFECT ON ITS LETTERHEAD.</u> THE CONSIGNMENT SHOULD BE SHIPPED IN THE FIRST AVAILABLE CONSOL OF ANY AIRLINE.
- 15. THE AGENCY, IN THE SCHEDULE OF RATES(GROUP-A) SHOULD OFFER A SINGLE STANDARD/FLAT DISCOUNT ON <u>IATA RATES</u>, WHICH SHOULD BE 'IN PERCENTAGE' ONLY, APPLICABLE FOR ALL COUNTRIES AND ALL WEIGHT SLABS. THE OFFERS OF THE PARTIES WILL BE EVALUATED ON THE BASIS OF THE PERCENTAGE OF DISCOUNT AND NOT ON INDIVIDUAL RATES FOR WEIGHT SLABS. <u>OFFERS/BIDS WITH DISCOUNTS SUBJECT TO ANY CONDITIONS IMPOSED BY THE BIDDER WILL BE REJECTED</u>.
- 16. CLEARANCE/TRANSPORTATION/OTHER CHARGES: THE RATES FOR CLEARANCE & OTHER RELEVENT SERVICES FOR THE CONSIGNMENT AT IGI AIRPORT NEW DELHI AND TRANPORTATION CHARGES FOR ITS SUBSEQUENT DELIVERY TO OUR PREMISES WILL BE FURNISHED BY THE PARTIES ACCORDING TO RESPECTIVE FORMATS GIVEN IN SCHEDULE OF RATES(GROUPS-B&D) ONLY, FAILING WHICH QUOTATION IS LIKELY TO BE IGNORED BY COMPETENT AUTHORITY. DISCOUNTS/CONCESSIONS SUBJECT TO ANY CONDITIONS IMPOSED BY THE BIDDER WILL NOT BE CONSIDERED.
- 17. EARNEST MONEY DEPOSIT: RS. 20,000/- IN THE FORM OF DEMAND DRAFT/BANKER CHEQUE PAYBLE TO "INDIAN INSTITUTE OF PETROLEUM, DEHRADUN MUST ACCOMPANY WITH THE TENDER AND THE SAME WILL BE RETURNED TO THE UNSUCCESSFUL BIDDER AS SOON AS THE CONTRACT IS FINALISED, WITHOUT ANY INTEREST. HOWEVER, IN CASE OF SUCCESSFUL BIDDER IT WILL BE RETURNED ONLY UPON THE RECEIPT OF PBG FOR RS. 50000/-VALID UNTIL 60 DAYS AFTER THE EXPIRY OF CONTRACT PERIOD.
- 18. FIDELITY BOND: SINCE THE AGENCY WILL BE ENTRUSTED WITH THE RESPONSIBILITY OF HANDLING VALUABLE CONSIGNMENTS ON BEHALF OF IIP, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A FIDELITY BOND OF AT LEAST RS. 1000000/-(RUPEES TEN LACS ONLY) TO SAFEGUARD THE INTERESTS OF IIP IN THE EVENT OF ANY LOSS DUE TO ANY ACT OF OMISSION OR COMMISSION BY THE AGENCY. THE COSOLIDATOR SHALL BE RESPONSIBLE FOR THE SAFETY OF CARGO IN ALL CIRCUMSTANCES.

- 19. <u>ADVANCE PAYMENTS</u>: AIRFREIGHT & CUSTOM DUTY TOGETHER OF ANY CONSIGNMENT WILL NOT BE PAID IN ADVANCE IF IT IS LESS THAN RS . 50,000. HOWEVER THE REQUESTS FOR ADVANCE PAYMENT IN THE CASE OF CUSTOM DUTY & FREIGHT WHERE THE AMOUNT INVOLVED PER CONSIGNMENT EXCEEDS RS. 50,000/-(RUPEES FIFTY THOUSAND), MAY BE CONSIDERED, CONDITIONALLY, BY THE INSTITUTE.
- 20. THE AGENCY MUST INTIMATE **IIP**, WELL IN ADVANCE, FROM THE DATE OF ARRIVAL OF THE CONSIGNMENT AT IGI NEW DELHI AIRPORT WITH THE HOUSE AIRWAY BILL AND MASTER AIRWAY BILL NUMBERS SO THAT THE REQUIRED DOCUMENTS ARE PREPARED AND SENT TO DELHI IN TIME. THE AGENCY SHALL BE HELD RESPONSIBLE FOR ANY DELAY ON THEIR PART WHERE THEY DO NOT FILE THE **B.E.** WITH CUSTOM OR DO NOT CONFIRM ANY DISCREPANCY OF **IIP**, IN DOCUMENTS. THE DEMURRAGE CHARGES DUE

 TO AGENT'S NEGLIGENCE, WILL BE RECOVERED FROM THEM. SIMILARLY THE AGENT SHALL HAVE TO MAKE GOOD TO IHBT, PALAMPUR ANY LOSS INCURRED DUE TO NEGLIGENCE OR FAILURE ON THEIR PART TO TAKE PROMPT ACTION IN FINALIZATION OF B.E. AND CLEARANCE OF CONSIGNMENT.
- 21.THE FIRM MAY BE REQUIRED TO CARRY OUT OR ARRANGE TO CARRY OUT THE INSPECTION OF THE ORDERED MATERIAL AT THE COUNTRY/PORT OF SHIPMENT OR SUPPLIER'S PREMISES ON BEHALF OF IIP DEhRADUN, IF REQUIRED IN CERTAIN CASES.
- 22. SAFE CUSTODY OF THE CONSIGNMENT CLEARED, IS THE RESPONSIBILITY OF THE AGENCY UNTIL IT IS DELIVERED TO STORES, IIP, DEHRADUNHBT.
- 23. AGENCY SHALL BE REQUIRED TO EXAMINE CAREFULLY ALL PACKAGES MARKED FOR CUSTOMS EXAMINATION OF EACH CONSIGNMENT ARRIVED AT THE AIRPORT WITH RESPECTIVE INVOICES/PACKING LIST ETC. ANY DAMAGE OR LOSS OF GOODS SHOULD BE BROUGHT TO THE NOTICE OF IHBT, PALAMPUR IMMEDIATELY. IN CASE ANY SHORT LANDING CARGO IS NOTICED THE AGENT SHALL BE REQUIRED TO FILE "NOT TRACEABLE" OR "NOT FOUND" NOTICE WITH THE AIRPORT AUTHORITIES AND OBTAIN 'NOT TRACEABLE' CERTIFICATE AND ALSO LODGE FORMAL CLAIM ON AIRPORT AUTHORITY/COCERNED AIRLINES WITH ALL NECESSARY DOCUMENTS UNDER INTIMATION TO IIP, DEHRADUN.
- 24. THE COPY OF OUR PURCHASE ORDER SHALL BE SENT TO YOU/YOUR FOREIGN ASSOCIATES WHO SHALL FOLLOW-UP WITH FOREIGN SUPPLIER TO SHIP THE GOODS WITHIN DELIVERY SCHEDULE.
- 25. FCA/FOB CONSIGNMENTS: NORMALLY ORDERS WILL BE PLACED WITH FOREIGN SUPPLIERS ON FOB/FCA BASIS. YOUR CONSOLE AIRFREIGHT RATES MUST BE BASED ON FOB/FCA SHIPMENTS i.e. FROM SHIPPING AIRPORTS IN THE EXPORTING COUNTRY TO IGI AIRPORT, NEW DELHI. THE CONSIGNMENT WILL BE DELIVERED BY FOREIGN SUPPLIER TO YOU/ YOUR FOREIGN ASSOCIATE AT NEAREST AIRPORT. ACCORDINGLY INLAND HANDLING/FORWARDING CHARGES IN THE EXPORTING COUNTRY SHALL NOT BE PAYABLE.
- 26. EX-WORKS SHIPMENTS: IN CASE THE FOREIGN SUPPLIER AGREE TO SUPPLY THE GOODS ON EX-WORKS BASIS ONLY, THE CONSIGNMENT SHALL BE LIFTED BY THE AGENT FROM THE FOREIGN SUPPLIER'S END FOR ONWARD SHIPMENT TO IIP, DEHRADUN VIA NEW DELHI. THE INLAND HANDLING/FORWARDING CHARGES SHALL BE PAID BY US.
- 27. BANK RELEASE ORDER (FOR CONSIGNMENTS AGAINST IRREVOCABLE LETTER OF CREDIT) WILL BE DELIVERED ONLY AFTER ITS RECEIPT FROM THE BANK. CUSTOM CLEARANCE SHOULD BE INITIATED WITHOUT WAITING FOR BANK DISCHARGE, WHICH GENERALLY TAKES TIME.

- 28. EVEN IN THE CASE OF ANY DISPUTE, THE CONSIGNMENT SHALL BE CLEARED BY THE AGENT AND HANDED OVER TO IIP, DEHRADUN, PENDING THE SETTLEMENT THEREOF.
- 29. THE EFFICIENCY OF CUSTOM AGENCY WILL BE JUDGED BY US ON FOLLOWING ASPECTS:
 - (i) MINIMIZING/ALTOGETHER ELIMINATING PAYMENT OF DEMURRAGE CHARGES.
 - (ii) COORDINATING WITH CUSTOMS/CARRIER AND OBTAINING CARGO ARRIVAL NOTICE WITHIN A DAY AND FORWARDING THE SAME TO IIP, DEHRADUN.
 - (iii) AFTER THE RECEIPT OF DOCUMENTS FROM IIP, DEHRADUN HOW FAST A CONSIGNMENT IS CLEARED FROM CUSTOMS AND DELIVERED AT STORES IIP.DEHRADUN
- 30. INCOMPLETE TENDER IS LIABLE TO BE REJECTED.
- 31. THE TENDER, WHICH IS RECEIVED BY FAX/E-MAIL AND OPEN CONDITION WILL NOT BE CONSIDERED.
- 32. TENDERS RECEIVED AFTER THE DUE TIME AND DUE DATE WILL NOT BE CONSIDERED
- 33. EXCHANGE RATE OF FOREIGN CURRENCY FOR THE PURPOSE OF CALCULATION OF AIRFREIGHT CHARGE AND SEAFREIGHT CHARGE:-
- (A) THE T.T. SELLING RATE ISSUED BY THE STATE BANK OF INDIA, DEHRADUN BRANCH, WILL BE APPLICABLE.
- (B) THE EXCHANGE RATE EITHER OF $1^{\rm ST},\,2^{\rm ND}$ OR $3^{\rm RD}$ OF A MONTH SHOULD REMAIN VALID FOR THE WHOLE MONTH. OR
 - THE EXCHANGE RATE OF CUSTOM AUTHORITY DURING SAID PERIOD.
- (C) YOU WILL HAVE TO OBTAIN THE EXCHANGE RATE CHART FROM THE STATE BANK OF INDIA, OR CUSTOM AND SUBMIT THE SAME
- FOR THE PURPOSE OF SCRUTINY OF AIRFREIGHT AND SEAFREIGHT CHARGES FOR THE CONSIGNMENTS WHOSE MASTER AIRWAY
 - BILL DATE IS COVERED DURING THAT MONTH.
- 34. YOUR TENDER SHOULD CONTAIN THE FOLLOWING DOCUMENTS:
- FORWARDING LETTER IN YOUR LETTER HEAD ADDRESSED TO THE STORES AND PURCHASE OFFICER WITHOUT ANY CONDITION/REMARKS FORWARDING THEREWITH:
 - (a) COPY OF CUSTOMS AUTHORISED CLEARING LICENCE.
 - (b) COPY OF IATA LICENCE AND CERTIFICATE OF FIATA MEMBERSHIP.
 - (c) COPY OF SERVICE TAX REGISTRATION CERTIFICATE.
- (d) THE LIST OF THE PARTIES (WITH THEIR FULL ADDRESS) WHERE SIMILAR NATURE OF SERVICES WERE RENDERED DURING THE LAST THREE YEARS.
 - (e) SCHEDULE OF RATES DULY COMPLETED.
- (f) UNDERTAKING BY THE TENDERER 'ANNEXURE-B' TO BE FURNISHED WITHOUT ANY CUTTING/REMARKS.
 - (g) ANY RELEVENT DOCUMENT IN SUPPORT OF CLAIMS MADE BY YOU.
- (h) EMD RS. 20000/- IN THE FORM OF DD/BANKER'S CHEQUE/BANK GUARANTEE (AS PER ENCLOSED FORMAT), WITH VALIDITY OF ATLEAST SIX MONTHS IN FAVOUR OF IHBT, PALAMPUR.
 - (i) PLEASE ENCLOSE A TERMS & CONDITIONS COMPLIANCE STATEMENT ON A SEPARATE SHEET SHOWING ACCEPTANCE OR DEVIATION WITH THE TERMS DESIRED BY US.
- 35. THE SEALED ENVELOPE CONTAINING THE TENDER MUST BE SUPERSCRIBED AS UNDER:-

TENDER FOR FREIGHT FORWARDER-CUM-CLEARING AGENT

EQUIRY REFERENCE: PUR/1/07-08/ C & C/2007

DATE OF OPENING: 17.01.2008

OPENING TIME : 3.00 P.M.

TO

THE STORES & PURCHASE OFFICER INDIAN INSTITUTE OF PETROLEUM HARIDWAR ROAD, MOHKAMPUR,P.O.I.I.P. DEHRADUN- 248005 (U. K.)

- 36. THE TENDERS WILL BE RECEIVED UPTO 1.00 P.M. OF 17.01.2008
- 37. THE DIRECTOR, INDIAN INSTITUTE OF PETROLEUM, DEHRADUN RESERVES THE RIGHT TO ACCEPT OR REJECT PARTLY OR WHOLLY ANY TENDER WITHOUT ASIGNING ANY REASON WHATSOEVER.

STORES AND PURCHASE OFFICER

SCHEDULE OF REQUIREMENTS

FOLLOWING JOBS SHALL FALL UNDER THE SCOPE OF THE CUSTOM CLEARANCE CUMFORWARDING CONTRACT;

I. CUSTOM CLEARANCE OF CONSIGNMENTS FROM IAAI/FOREIGN POST OFFICE AT NEW DELHI:-

- RECEIPT OF DOCUMENTS FROM IIP.
- CUSTOM CLEARANCE OF THE CONSIGNMENT INCLUDING ALL STAGES OF THE PROCESS.
- OBTAINING NON-DELIVERY CERTIFICATE/SHORT LANDING CERTIFICATE IN CASE THE

MATERIALS ARE

- SHORT DELIVERED BY IAAI OR AIRLINES AND LODGING OF CLAIMS WITH THEM ON BEHALF OF IIP.
- ARRANGING INSURANCE SURVEY AT AIRPORT/IAAI IN CASE OF DAMAGES TO THE

CONSIGNMENT.

- CLEARANCE OF IPP PARCELS FROM CUSTOMS/FOREIGN POST OFFICE NEW DELHI
- ANY OTHER JOB IN CONNECTION WITH THE CLEARANCE OF GOODS FROM CUSTOMS
- IMMEDIATE DESPATCH/DELIVERY OF CONSIGNMENT AT **IIP**, **DEHRADUN** AFTER CUSTOM CLEARANCE.
- FOLLOW -UP OF CASES OF RECOVERY OF ANY EXCESS DUTY PAID TO CUSTOMS.

II. CONSOLIDATION **OF THE CONSIGNMENTS BEING IMPORTED FROM ALL OVER THE WORLD**:-

- COMPLETE MONITORING AND SUPERVISION OF THE MOVEMENT OF CONSIGNMENT FROM THE DATE OF ORDER /LC AND REGULAR FEEDBACK ON THE PROGRESS OF ORDER TO **IIP**. IN CASE THE SAME IS NOT RECEIVED 3-4 DAYS BEFORE THE DATE OF LANDING OF CONSIGNMENT, THE DELAY IN CLEARANCE WILL BE ON THE PART OF THE AGENT AND THE RESPECTIVE AMOUNT OF DEMMURAGE WILL BE RECOVERED FROM THE BILL.
- TO PROVIDE TIMELY INFORMATION (PRE-ALERT), REGARDING DESPATCHES AND OTHER RELEVENT INFORMATION TO ${\bf IIP}$.
- TO FACILITATE SPECIALIZED PACKING FOR ALL KINDS OF MATERIALS AS PER IATA SPECIFICATIONS AND INTERNATIONAL PACKING STANDARDS.
- TRANSPORTATION OF SPECIAL PROJECT MATERIALS VOLUMINOUS AND HEAVY PACKAGES, RADIO ACTIVE, SENSITIVE, HAZARDOUS AND PERISHABLE MATERIALS.
- EXTENSIVE COMMUNICATION THROUGH TELEPHONE, TELE-FAX, E-MAIL ETC.
- ANY OTHER SERVICE NEEDED REGARDING CONSOLIDATION FROM TIME TO TIME.
- SHIPMENT SHOULD BE MADE PREFERABLY THROUGH AIR- INDIA.

III. EXPORT OF ITEMS/EQUIPMENTS FOR REPAIRS OR REPLACEMENT

- EXPORT OF CERTAIN ITEMS FOR REPAIRS, WHICH WILL BE RE-IMPORTED AFTER REPAIRS
 - EXPORT OF EQUIPMENTS FOR REPLACEMENT.
- ALL PROCEDURAL FORMALITIES WITH CUSTOMS WILL BE REQUIRED TO BE DONE BY THE AGENCY.

SCHEDULE OF RATES CHARGES FOR CLEARANCE & OTHER SERVICES AND DISCOUNT ON AIRFREIGHTS

PORT OF LANDING - IGI AIRPORT, NEW DELHI

	Annex	xure- l
	es Rs Rs Rs ing Rs	
A, Perishable consignments to b		
Cleared on KBE		
5, Govt. & Statuary Charges		
A. CMC Charges		Rs
B . Delivery Order Collection		
Charges	Rs	
C, Courier/ Fax/ Phone/Speed		
Post Charges	Rs	
D, Crane/ fork lift Charges		
For high Dimensional and heav	у	
Charges	-	Rs
E, Re- dry ice filling charges	Rs	
6, Custom clearance of Air Post		
Parcel from F.P.O	Rs	
7, Any Other Charges		
8, Service Tax	Rs	
9, Incase of Ex Works Price-		
A: Handling Charges in per Kg/		
Per Consignment		
B. Pick up Charges in per Kg. /p	er	
Consignment		
10- Rates for clearance if the		
Consignment comes through oth	ner	
Consolidator		

Please note that IIP shall bear all other charges which are levied by the Govt. / Airport Authority time to time. Please also enclose all other details and list of freight forwarder if possible.

Please quote the net Rates under different slabs for normal/ voluminous/ Perishable Consignment.

Consignment.							
Country	Airport	Min	- 4 5 K G	+ 4 5 K G	+ 1 0 0 K G	+ 3 0 0 K G	+ 5 0 0 K G & A b o v e
USA							
U.K.							
Germany							
Japan							
Netherland							
France							
Canada							
Singapore							
Switzerland							
Italy							
Hongkong							
Swedon							
Australia							
Austria							
Belgium							
Denmark							
Taiwan							
Malaysia							
Israel							
China							
Korea							

Please quote for other countries also. In addition Please quote the rates of following:-

-	MYC charges
-	SRC Charges
_	Any other Govt. Levy
_	Transportation Charges
_	A- In person delivery
-	B- Delivery by TATA 407

^{*} Please note that ours is a research institute and our most of the equipments are highly delegated and voluminous. Hence the decision will be taken only on the basis of discount offered on voluminous cargo.

UNDERTAKINGS BY THE TENDERER

- 1. WE AGREE THAT THE CONSIGNMENTS AFTER CLEARANCE FROM AIRPORT WILL DIRECTLY BE DELIVERED TO THE PREMISES OF IIP AT DEHRADUN WITHIN 7 WORKING DAYS. IN CASE OF PERISHABLE ITEM, IT WILL BE DELIVERED WITHIN MINIMUM TIME WITH PROPER ARRANGEMENTS.
- 2. WE AGREE TO PAY THE CUSTOMS DUTY FOR ALL CONSIGNMENTS AT THE TIME OF CLEARANCE FROM AIRPORT AND ITS REIMBURSEMENT WITHIN 15 WORKING DAYS(EXCLUDING COURIER TIME) AGAINST PAID CHALLAN. WE SHALL SUBMIT BILL ALONGWITH THE PAID CHALLAN FOR REIMBURSEMENT OF CUSTOMS DUTY SO PAID.
- 3. WE AGREE THAT WE SHALL NOT CLAIM ANY DEMURRAGE CHARGE, IF PAID BY US AT THE TIME OF CLEARANCE, FOR THE SHIPMENTS ARRANGED BY US.
- 4. WE AGREE THAT THE HOUSE AIRWAY BILL NUMBER AND DATE AND MASTER AIRWAY BILL NUMBER AND DATE WILL BE INTIMATED TO THE IMPORTER AT LEAST BEFORE TWO DAYS OF ITS ARRIVAL AT THE NEW DELHI AIRPORT FOR THE PURPOSE OF INSURANCE COVERAGE OF THE CONSIGNMENT.
- 5. WE AGREE THAT WE SHALL COLLECT NECESSARY DOCUMENTS REQUIRED FOR CLEARING OF CONSIGNMENTS BOTH FROM AIRPORT AND SEAPORT BY DEPUTING OUR REPRESENTATIVE AS AND WHEN REQUIRED. DELAY WILL BE ON OUR ACCOUNT.
- 6. WE AGREE THAT WE SHALL SUBMIT THE ORIGINAL HOUSE AIRWAY BILL, COPY OF MASTER AIRWAY BILL, CUSTOMS SIGNED INVOICE, BILL OF ENTRY BOTH IMPORTER COPY AND EXCHANGE CONTROL COPY, ALONGWITH THE CLEARING CHARGE BILLS.
- 7. WE SHALL PREPARE THE AIRFREIGHT BILL AND CLEARING CHARGES BILLS STRICTLY IN ACCORDANCE WITH THE APPROVED RATES. UNDER NO CIRCUMSTANCES AIRFREIGHT RATES CHARGED BY US, SHALL EXCEED THOSE SPECIFIED IN THE LATEST ISSUE OF IATA TACT BOOK.
- 8. WE AGREE TO **ACCEPT** THE **T.T. SELLING RATE** ISSUED BY THE STATE BANK OF INDIA, KANGRA BRANCH, FOR THE PURPOSE OF CALCULATION OF AIRFREIGHT CHARGES OR CUSTOM RATE WITH DOCUMENTARY EVIDENCE.
- WE AGREE TO THE PAYMENT TERMS AS MENTIONED AGAINST SL.NO. 8 OF THE TERMS AND CONDITIONS.

SIGNATURE	WITH	DATE	AND					
		RUE	BER	SEAL	OF	THE 1	ENDI	ERER.

BID SECURITY/EARNEST MONEY DEPOSIT FORM

bound unto payment we	COPLE by these presents that WE
	If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
	If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the Period of bid validity:
(a)	fails or refuses to execute the Contract Form if required; or (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
ha	e undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser aving to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is ue to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
	is guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand respect thereof should reach the Bank not later than the above date.
	(Signature of the Bank)
<u>1 N</u>	Name of Bidder