

SECTION III. Bill of Quantity / Packing List (To be declared)		
Serial Number	Brief Description	Quantity

SECTION IV. TECHNICAL SPECIFICATIONS

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

The Technical Specification/Compliance sheet is attached in the buyer Specification Document of GEM Bid document. All the bidders has to fill and upload the same for considering the bid in Technical Evaluation.

Technical Catalogue / Brochures / leaflet clearly mentioning the model number, Name of equipment and technical details to be uploaded along with Technical Bid.

(Detailed specification for Individual equipment to be enclosed separately)

**SECTION V MANUFACTURER'S AUTHORIZATION FORM
(In Letter Head of OEM)**

Tender No.....dated.....

To
M/s. Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as
Central Institute of Plastics Engineering & Technology (CIPET)
Corporate Office,
Industrial Estate, Guindy,
Chennai – 600 032,
Tamilnadu, India.

Dear Sir

Ref: Bid Reference

We who are established and
reputable manufacturers ofhaving factories
atand.....do hereby authorize
M/s.....

(Name and address of Agents) to bid and conclude the contract with you against the above Bid
are authorized to bid and conclude the contract in regard to this business against this specific Bid.

The dealer is associated with us from the period _____ to _____ (DD/MM/YYYY)

We hereby extend our full guarantee and warranty as per clause 7 of the Terms and Conditions
of Contract for the goods offered for supply and subsequent maintenance, supply of spares &
services in the event of award of contract, against this invitation for bid by the above firms.

Yours Faithfully,

(Name)

For and on behalf of M/s.....

(Name of Manufactures)

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

SECTION VI. BID FORM AND PRICE SCHEDULES
(In Letter Head)

Date:.....

Tender No:.....

To:

M/s. Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as
Central Institute of Plastics Engineering & Technology (CIPET)
Corporate Office, Industrial Estate, Guindy, Chennai – 600 032
Tamil Nadu, INDIA.

Gentlemen:

Having examined the Bidding Documents including Addenda Nos.(insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Goods and Services) in conformity with the said Bidding Documents and with the schedule of prices attached herewith and made part of this bid.

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

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

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 5% of the Contract Price for the due performance of the Contract.

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

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

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

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

Signature:

(In the capacity of):.....

Duly Authorized to sign bid for and on behalf of

SECTION VII. CONTRACT FORM

THIS AGREEMENT made theday of,20.....
Between **Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as Central Institute of Plastics Engineering & Technology (CIPET), Industrial Estate, Guindy, Chennai – 600 032. Of India** (hereinafter “the Purchaser”) of one part and (Name of Supplier) of (City and Country of Supplier) hereinafter “ the Supplier” of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.

2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) Tender document
- (b) the bid Form and Price schedule submitted by the Bidder;
- (c) the Schedule of Requirements;
- (d) the Technical Specifications;
- (e) terms and Conditions of Contract; and
- (f) The Purchaser’s Notification of Award.

3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Total Value: in INR

Delivery Schedule:

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

Signed, Sealed and delivered by the

Said..... (For the Purchaser)

In the presence of:.....

Signed , Sealed and delivery by the

Said..... (For the Supplier)

in the presence of :.....

SECTION VIII. PERFORMANCE SECURITY FORM

To:

Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as
Central Institute of Plastics Engineering & Technology (CIPET),
CIPET- Head Office,
Industrial Estate, Guindy, Chennai – 600 032. India.

WHEREAS..... (Name of Supplier)

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

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

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

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

Signature and Seal of Guarantors

.....
.....

Date

Address :.....

SECTION IX

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

QUALIFICATION CRITERIA

- (a) The bidder should be a manufacturer/*authorized distributor/agent* of a manufacturer, who must have designed, manufactured, tested and supplied the equipment(s) of similar to the type specified in the Schedule of requirements preferably to the Govt. labs / R & D units / Institutions / Universities & PSU's/Industries which shall be in successful operation for at least three years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies of similar/same goods/equipments and satisfactory performance in the Proforma given under Section IX-A.
- (c) Bidders shall invariably furnish documentary evidence (Client's Certificates) in support of the satisfactory operation of the equipment as specified above
- (d) The bidder should furnish the Scope of Supply in a Separate Sheet, BOQ & Pre-Installation Requirement.
- (e) The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.
- (f) An undertaking from the Original Manufacturer of the supply of goods/equipments (OEM) stating that they would facilitate the bidder on a regular basis with technology/product update should be submitted. (as per authorization form in Section V)

SECTION IX – A

(Please see clause 7.2 I of instruction to bidders)

PROFORMA FOR PERFORMANCE STATEMENT

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

(To be submitted as part of Technical bid)

(On Company Letter-head)

Tender Document No. _____ Tender No. _____ Tender Title: _____

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Fill-up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty. Ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

DA: Performance records/ contracts

SECTION IX – B

**Client Certificate for Past Three years year's supplies of similar/same goods/equipment's
and satisfactory performance. (In client Letter Head)**

It is hereby certify that M/s.,
has supplier and installed the equipment / machine
on, the performance of the above mentioned equipment / machine is found
satisfactory.

Signature and seal of the client

Note: - Please find the attached file of service report for Installation, Demonstration & Qualification of same or similar equipment's. Files attached under experience criteria GeM upload.

SECTION X

PROFORMA FOR DEVIATION STATEMENT

Please see Clause 8.3 I of Instructions to Bidders

Bid Ref No.

Date of Opening

Time :

Name of the Firm

Name of the Equipment quoted

Model No.:

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

Note: Separate Deviation statements should be submitted along with the bid for models quoted.

SECTION XI

CERTIFICATE WITH REGARD TO THE BIDDER **NOT HAVING** A LAND BORDER WITH INDIA

Tender No._____

Dt:_____

I have read the clause **(retractions vide Department of Expenditure, MOF, Govt. of India OM No.6/18/2019-PPD dated: 23/07/2020 and its subsequent order dated 23.07.2020 and 24.07.2020)** regarding restrictions on procurement from a bidder of a country which shares a land border with India.

I/We hereby certify that I/We <Name of the bidder> _____ is not from such a country and not having commercial arrangement with an entity from, country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security.

(Name of the Firm/entity)
Authorized Signatory
Signature and Seal

SECTION - XII

Format for Self Certification under Preference to “MAKE IN INDIA” Policy

DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head – For tender value below Rs.10 Crore)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crore)

To,
The Principal Director
CIPET Head Office
Chennai 600032

Subject: - Declaration of Local Content Tender Reference No: _____

Name of Tender/ Work: _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has _____% local content.
3. Details of the Location (Address) at which the Local Value Addition is made _____
4. Details of Local Content _____

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Bidders offering imported products cannot claim themselves for the Class-I or Class –II Local content for the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours faithfully,

(Signature of the bidder, with Official Seal)

Class1 Supplier –Local content higher than 50%, Class2 Supplier –Local content higher than 20%,
Non Local Supplier – 20% and below local content.

Bidders can study the general conditions, definitions, Govt. Directives applicable in respect of Local content and prescribed tender condition.

SECTION – XIII

INTEGRITY PACT

(To be signed and submitted with the technical bid)

To
Principal Director (T)
Purchase Department
CIPET Head Office
Guindy
Chennai – 600 032

Sub: Submission of Tender No _____ for the Supply & Installation of _____ equipment.

Dear Sir,

I/We acknowledge that CIPET is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part to tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT

I/We Confirm acceptance and compliance with Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CIPET. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CIPET shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT (Agreement)

(To be executed during the execution of the contract)

Central Institute of Petrochemicals Engineering & Technology (CIPET) (Formerly Central Institute of Plastics Engineering & Technology hereinafter referred to as “The Principal”.

And

..... represented by
Shri _____ hereinafter referred to as “The BIDDER / CONTRACTOR”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for (Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

a) The Principal will exclude from the process all known prejudiced persons.

1. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding

plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.

2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

In order to achieve these goals, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above

Section 9: Pact Duration

The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case, BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. CIPET Head office Guindy, Chennai.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____ Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

SECTION - XIV

BID SECURITY UNDERTAKING

(To be issued by the bidder on company's letterhead in lieu of EMD)

To,
Principal Director (T)
Purchase Department
CIPET Head Office
Guindy
Chennai – 600 032

We, M/s _____ (Name of the Firm/Organization), with ref. to Tender
No. _____ dated _____ hereby undertake that:

1. We accept all terms and conditions of the tender document.
2. We accept that, we will not modify our bid during the bid validity period and will honour the contract after the award of contract.
3. In the event of any modification to our bid by us or failure on our part to honour the contract after final award, our firm may be debarred from participation in any tender/ contract notified by CIPET for a two years.

Yours faithfully,

(Signature) Name: Date: Office Seal:

SECTION – XV - A

Price Break up Details (To be Given the Letter Head and Uploaded in the Commercial Bid Only)

Gem Bid No. _____

Bidder's Name. _____

Address and Contact Details. _____

Bidder's Reference No. _____ Date. _____

S. No.	Item Description	Quantity	Unit of Quantity	** Rate in Figures to be Entered by the Bidder in (Rs. Lakhs)	* GST (%)	HSN/SAC Code	GST Amount (In Rs. Lakhs)	Total Amount Without Taxes (in Rs.)	Total Amount With Taxes (in Rs.)	Total Amount in Words

(*) Mention Total % and Breakup into CGST, SGST, IGST, Cess Etc.,

()** The Cost of the equipment should include the components of cost for supply as per the Technical Specification and standard accessories for running of the Machine Commissioning, Installation, Warranty and Training for Min. 3 Days, Packaging, Forwarding and Delivery at the destination CIPET User Centres. The prices break up details as per section to be uploaded in commercial bid only.

(Signature with Date)

(Name and Designation)

(Name & Address of Bidder and Seal of Company)