



**BIDDING DOCUMENT FOR
PROCUREMENT
OF**

R & D and Testing Equipments

GeM/ONLINE TENDER NO: CIPET_HO/Pur/2023-24/08

**Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as
Central Institute of Plastics Engineering & Technology (CIPET)**

(Department of Chemicals & Petrochemicals)

(Ministry of Chemicals & Fertilizers)

Government of India

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SECTION I. INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as Central Institute of Plastics Engineering & Technology (CIPET) is an ISO 9001:2015 QMS, NABL, ISO/IEC 17025:2005 accredited premier National Institute devoted to Skill Development, Technology Support, Academic & Research (STAR) activities for the growth of petrochemicals & allied industries in the country. CIPET was established by Government of India in 1968 at Chennai. Today, CIPET has 42 centres spread across the country – 7 Institute of Petrochemicals Technology (IPT) at Ahmedabad, Bhubaneswar, Chennai, Jaipur, Kochi, Lucknow & Raipur; 29 Centre for Skilling & Technical Support (CSTS) at Ahmedabad, Agartala, Amritsar, Aurangabad, Baddi, Balasore, Bhopal, Bhubaneswar, Chandrapur, Chennai, Dehradun, Guwahati, Pwmc-Borgaon, Gwalior, Hajipur, Haldia, Hyderabad, Imphal, Jaipur, Kochi, Korba, Lucknow, Madurai, Murthal, Mysore, Raipur, Ranchi, Valsad & Vijayawada and; 3 School for Advanced Research in Polymers (SARP) at LARPM – Bhubaneswar; ARSTPS – Chennai & APDDRL – Bengaluru and 3 Sub-Centres at Palakkad, Tamot & Paradip. 05 more centres are in the process of establishment. CIPET kept on expanding and diversifying its activities by establishment of centres in different parts of the country and introduction of new programs to meet the industry's requirements.

CIPET invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer as per terms & conditions specified in the tender document, which is available on CIPET Website/ CPP Portal. This invitation for Bids is open to all subjected to documents establishing Bidder Eligibility and qualifications Pursuant to Clause 7.

B. BIDDING DOCUMENTS

2. Content of Bidding Documents

2.1 The Bidding Documents includes Instruction to Bidders, Terms and Conditions of Contract, Schedule of Requirements, Technical Specifications, Manufacturer's Authorization Form, Bid Form and Price Schedules, Contract Form, Performance Security Form, Deviation Statement, declarations.

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

2.3 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing sufficiently in advance before 10 days of the deadline for the bid submission

3. Amendment of Bidding Documents

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

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

3.3 It is the bidders' responsibility to visit the CIPET website and [GeM Portal](#) frequently to know the latest updates/ amendments/corrigendum / addendum / clarification if any.

C. PREPARATION OF BIDS

4 Documents Comprising the Bid

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

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

5. Bid Form

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the Goods, their country of origin, quantity and prices.

6. Bid Prices

6.1 Price break up details should be submitted in given section format XV. The Bidder shall indicate on the price schedule attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract. The price should include the components like cost of the equipment as per the Technical Specification and standard accessories for running of the Machine and Commissioning, Installation, Warranty and Training for Min. 3 Days, Packaging, Forwarding and Delivery at the destination CIPET User Centres

6.2 Fixed Price: Prices quoted by the Bidders shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A bid Submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7. Documents establishing Bidder's Eligibility and Qualifications Criteria

7.1 Pursuant to Clause 4, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

7.2 The documentary evidence of the Bidder's qualifications criteria as per Section – IX to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (**as per**

authorization form in Section V) by the goods manufacturer or producer to supply the goods in India.

(b) that, in the case of a Bidder not doing business within India, the Bidder is or will be (if successfully represented by an agent in India) equipped and able to carry out the Supplier's maintenance, repair and spare-parts stocking obligations prescribed by the Conditions of the Contract and / or Technical Specifications

(c) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the qualification criteria specified in **Section IX** (Bidders should furnish information on their past performance and per proforma in **Section-IX A**).

(d) If the Bidder has already supplied / received order to supply any equipment / machine to CIPET or any Government organization, the performance, timeline and quality of supply and services will be considered as qualifying criteria.

8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

8.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

8.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services which shall be confirmed by a certificate of origin at the time of shipment.

8.3 The documentary evidence of the goods and services conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

a detailed description of the goods essential technical and performance characteristics;

a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., may be quoted as an additional cost, which may be considered if required; and

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

8.4 For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

9. Period of Validity of Bids

9.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

9.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax or e.mail). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not be required or permitted to modify its bid.

10. Submission of Bids

10.1 The detailed technical specification of the equipment is enclosed as Section IV of Bid document, Offer should be of two parts Viz., “**TECHNICAL BID**” and “**COMMERCIAL BID**” The content of the both bids should be as under;

(a) **TECHNICAL BID should include the following:-**

1.	Certificate of Registration for GST
2.	Auditor Certificate confirming the Turnover for the past three years 2020-21,2021-22 & 2022-23 (Separate One page Auditor Certificate confirming the turnover)
3.	Certificate of Registration for NSIC / MSME / Startup / Others
4.	Bid Form and price schedule (Section VI)
5.	Authorization certificate from OEM (If not a Manufacturer for the machine / equipment) - (Section - V)
6	BOQ / Packing List (each and every part of the equipment & standard accessories to run the machine) – (Section – III)
7	Technical Compliance sheet with supporting Technical Catalogue / Brochures / Leaflet clearly mentioning the Model number, name of equipment and technical details
8	Performa for performance statement (Section – IX-A) along with the certificate from the client/user organization.
9	Client Certificate for Past Three years year’s supplies of similar/same goods/equipment’s and satisfactory performance. (Section – IX – B)
10	Proforma for Deviation Statement (Section – X)
11	Declaration - Land border with India ----- (Section – XI)
12	Format for Self Certification under Preference to “MAKE IN INDIA” Policy (Section – XII)
13	Format for Integrity Pact (Section – XIII)
14	Bid Security Undertaking in lieu of EMD (Section -XIV)
15	Price Break up Details (To be Given the Letter Head and Uploaded in the Commercial Bid Only) (Section – XV)
16	Any other information which the bidder would like to state about the technically of the equipment

(b). COMMERCIAL BID should include the following:-

Price bid should be submitted in given section XV format. The price should include the components like cost of the equipment as per the Technical Specification and standard accessories for running of the Machine and Commissioning, Installation, Warranty and Training for Min. 3 Days, Packaging, Forwarding and Delivery at the destination CIPET User Centres

1. . The quote should be in Indian Currency (INR) only.
2. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders

10.2 The bids, which are not containing the statements, mentioned in 10.1 (a) & (b) are liable to be rejected. CIPET reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

10.3 The Proforma of Annexures (Sections) in the Bidding document, wherever necessary, should be typed on the bidder's letter head and upload the same.

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

10.5 The Deviation Statement enclosed should be duly filled in and submitted along with Bidding Document.

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

10.7 Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Prior experience - Prior Turnover Criteria is applicable; hence the MSME / NSIC certificate should be submitted.

Relaxation in Prior Turnover and Experience: CIPET reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

10.8 In pursuance of Rule 153(iii) of GFR-2017, preference to "Make in India" shall be given in Procurement.

10.9 Restriction of Bidders from Countries sharing Land Borders with India: 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 is applicable in this tender.

11 Self Certification under Preference to "MAKE IN INDIA" Policy:

Bidders can study the general conditions, definitions, Govt. Directives applicable in respect of Local content and prescribed tender condition and should submit the self-certification format (**Section XII**). A Bidders having commercial arrangements with an entity from, a country, or a class of countries, on grounds of defense of India, or matters directly related thereto including national security. Their bid will not be considered as per Om No. F.7/10/2021-PPD.

12 Integrity Pact:-

The Integrity Pact envisages an agreement between the prospective vendor/bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The Integrity pact agreement to be signed by the bidder when the contract exceeds the threshold value of Rs 14.00 lakhs for the financial year 2023 -24.

All Bidders shall have to sign the Integrity Pact as per (**Section – XIII**). Bids without a signed Integrity Pact shall be rejected

13.1 Termination for Default:

The 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; 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.

For the purpose of this Clause:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything 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;

• In the event the Purchaser terminates the Contract in whole or in part, 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.

13.2 Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For 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.
- If 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.

13.3 Manuals and Drawings:

- (i) Before the goods and equipment 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.
- (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.

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.

13.4 Taxes

Suppliers 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, GST etc, in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order

14. Deadline for Submission of Bids

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with Clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15.1 Evaluation and Comparison of Bids

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

The Purchasers evaluation of a bid will take into account on the basis of the basic price and the price of the incidental charges including installation, commissioning & Training and the spare parts and the necessary accessories for smooth running of the equipment and machinery. The cost should include the

15.2 CIPET reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

No conditional bids on any case will be not considered.

D. AWARD OF CONTRACT

17. Post qualification

The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8, as well as such other information as the Purchaser deems necessary and appropriate.

An Affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid,

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

The Purchaser reserves the right at the time of award of Contract to increase or decrease of the quantity of goods and services specified in the Schedule of Requirements without any change in price or other terms and conditions. The tendered quantity can be increased or decreased by 25 (Twenty-Five) per cent for ordering, if so warranted.

19. Purchaser's Right to accept any Bid and to reject any or All Bids

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

20. Performance Security

Within 15 days of the receipt of Notification of award of Contract from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided In the Bidding Documents .

Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, and Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

SECTION - II. TERMS AND CONDITIONS OF CONTRACT

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

2. Definitions

- (a) The purchaser is : CIPET Head Office, Guindy, Chennai- 32, Tamilnadu, India,
- (b) The Supplier is

3. Performance cum Security Deposit

3.1 Within 15 days after the Supplier's receipt of Purchase Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value valid up to 60 days after the date of Completion of performance Obligations including supply, Installation and warranty obligations.

(a) Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Nationalized/Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

(b) Demand Draft in favor of CIPET, payable at Chennai. (Tamilnadu).

3.2 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

4. Delivery and Documents

4.1 For Imported Goods

- i. Original and three copies of Supplier's invoice showing Goods description, quantity, unit price, total amount.
- ii. Original and three copies of the negotiable clean, on –board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading.
- iii. Five Copies of packing list identifying contents of each package.
- iv. Insurance Certificate.
- v. Manufacturer's /Supplier's guaranty certificate.
- vi. Inspection certificate, issued by the nominated inspection agency and the supplier factory inspection report; and Certificate of Origin.
- vii. Relevant documents having various parameters (Quality assurance check documents) for pre-delivery inspection / dispatch clearance.
- viii. Customs clearance: It is the responsibility of the supplier to carry out the Customs clearance and supply at respective destination.

4.2 For Domestic Goods:

Original and Three copies of:

- i. Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
- ii. Acknowledgement of receipt of goods from the consignee(s) CIPET Centre;
- iii. Manufacturer's /Supplier's guarantee Certificate;
- iv. Inspection Certificate issued by the nominated inspection agency and the

- v. Supplier's factory inspection report.
- vi. Certificate of origin and
- vii. Prior intimation and co-ordination with respective CIPET centres for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site.

4.3 The above documents shall be received by the Purchaser before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.

4.4 Pre Delivery Inspection (PDI) – The PDI scope includes Demonstration and working condition of the equipment / machinery, checking of standard accessories, spare parts, etc., as per Technical specification of Tender and it will be conducted at Supplier site, by CIPET officials on receipt of confirmation from the supplier on readiness of equipment. The supplier has to inform the readiness of equipment / machinery for PDI well in advance to the respective CIPET centres.

4.5 In case PDI is not conducted for any equipment at supplier site, for any reason, PDI will be conducted at CIPET before installation.

4.6 In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. CIPET will not be liable to any type of losses in any form.

5. Incidental Services

The following services covered shall be furnished and the cost shall be included in the contract price;

- I. Complete erection of all equipments
- II. Commissioning of all equipments. This includes trial run and proving test.
- III. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods:
- IV. Furnishing of 01 set of detailed operations & maintenance manual.
- V. Arranging the shifting/moving of the item to their location of final installation within CIPET premises at the cost of Supplier through their Indian representatives.

6. Spare Parts

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

7. Warranty/Guarantee

7.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods

supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.

7.2 This warranty/guarantee period shall remain valid as mentioned in the Technical Bid after the Goods or any portion thereof as the case may be, have been delivered and Commissioned at the final destination indicated in the Contract.

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

7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.

7.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7.6 The Supplier must provide the following warranties:

- (a) The equipment proposed is Complete in every way
- (b) The hardware/software specification, Capabilities and performance characteristics are as stated in the bidder's proposal and accompanying documentation.
- (c) The supplier will offer to the Purchaser all technological updates, cost reductions and facilities, which are offered to other clients, in India, during the Contract tenure.

If the supplier is acting directly for the manufacturer of the Goods and Services, the Manufacture must honor these guarantee.

The MAINTENANCE SERVICE shall be as follows.

- (a) Free maintenance services shall be provided by the Supplier during the period of warranty.
- (b) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/email is made or letter is written) shall not exceed 96 hours.

8. Payment

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

100% payment will be released after making statutory deductions if any i.e. TDS U/s 194Q and TDS on GST on supply, installation and final acceptance after commissioning at site and

submission of claim supported by the acceptance certificate issued by the Purchaser's Representative.

In case PDI is not conducted for any equipment at supplier site, for any reason, PDI will be conducted at CIPET before installation.

9. Prices

Prices payable to the supplier as stated in the contract shall be firm and not subject to any adjustment expect LD clause if any, TDS U/s 194Q and TDS on GST.

10. Sub-contracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

Sub contracts shall be only be bought out items and sub assemblies.

11. Resolution of Disputes

The dispute resolution mechanism to be applied shall be as follows:

a) If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be settled under the provisions of The Arbitration and Conciliation Act, 1996. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.

The venue of arbitration shall be the place from where the contract is issued.

12. Notices

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

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

Supplier: (To be filled at the time of Contract Signature).....

13. Supplier Integrity

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

14. Supplier Obligation

14.1 The Supplier is obliged to work closely with the Purchaser staff, act within its own authority and abide, by directives issued by the Purchaser on implementation activities.

14.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.

14.3 The Supplier is responsible for managing the activities of its personnel or sub-contacted personnel and will hold itself responsible for any misdemeanors.

14.4 The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

16. Technical Documentation

16.1 The technical documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of equipment supplied. The language of the documentation should be English.

17. Liquidated Damages:-

If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of Max of 10% of the delayed goods or services Contract price. Once the maximum is reached, the purchaser may consider termination of the contract. Each case should be decided on merits and the decision for recovery of LDs or risk purchase expenditure should be taken on merit.

SECTION III. Bill of Quantity / Packing List		
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 at
.....and.....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.

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 3% 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)

Bid No.....Date of opening.....Time.....Hours

Name of the Firm.....

Order placed By equipment been (Full address of satisfactorily Purchaser)	Order No and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the functioning?
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

(Please submit the Purchase Order copy & Installation / commissioning report for the same.

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 personal is not legally entitled.

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

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)
