



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3551455  
Dated/दिनांक : 09-06-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-06-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-06-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals
Organisation Name/संगठन का नाम	Hindustan Organic Chemicals Limited
Office Name/कार्यालय का नाम	Ambalamugal,ernakulam
Total Quantity/कुल मात्रा	7500
Item Category/मद केटेगरी	HM HDPE CARBOUYS (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of

primary product having highest value should meet this criterion.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## HM HDPE CARBOUYS ( 7500 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में )		
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	Quantity/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
			7500	1	180

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**3. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**4. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**5. Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

7. **Generic**

**Staggered Delivery:** The ordered items shall be supplied in a staggered manner. (

1250  
Quantity shall be supplied within  
30  
days of contract placement and thereafter  
1250  
Quantity per Month)

8. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

9. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

10. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

11. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

12. **Generic**

The seller is required to print logo as per buyer's requirement.

13. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

14. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 15. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 16. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 17. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 18. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 19. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

1. Please submit duly signed and stamped specification and tender terms along with technical bid, if any deviation pls. mention. 2. Submit documents satisfying eligibility criteria. 3. Commercial Terms, Bid security declaration, Compliance form for land border as per given annexures should be filled, signed and submitted along with technical bid.

## 20. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

1

samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 7 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

## 21. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 22. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

## 23. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Please submit duly signed and stamped specification and tender terms along with technical bid, if any deviation pls. mention.
2. Submit documents satisfying eligibility criteria.
3. Commercial Terms, Bid security declaration, Compliance form for land border as per given annexures should be filled, signed and submitted along with technical bid.
4. Technical evaluation will be done as per our specification given

## 24. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**





**HINDUSTAN ORGANIC CHEMICALS LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**AMBALAMUGAL, ERNAKULAM DISTRICT, PIN – 682 302**  
**PHONE: (0484) 2720911, FAX No. (0484) 2720893**

**MAT/PUR/10892/22**

**09.06.2023**

M/s.

Dear Sir,

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for supply of **7500 Nos. of HM-HDPE Carbouys.**

The details of the tender are as shown in INDEX enclosed.

Thanking you,

Yours faithfully,

For Hindustan Organic Chemicals Ltd.

B.BALACHANDRAN  
GENERAL MANAGER (MATERIALS)

**INDEX - TENDER NOTICE FOR HM-HDPE CARBOUYS**

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4	Commercial Terms format –A,B &C	Annexure-IV-A,B &C
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HM-HDPE CARBOUYS – 30 LTRS. CAPACITY

SPECIFICATION

- 1) Type : Close headed rectangular stackable jerry cans
- 2) Capacity  
Brimful : 31.5 Litres.  
Useful : 30 Litres.
- 3) Dimensions  
Height (H) : 430 mm  
Width (W) : 295 mm  
Length (L) : 335 mm
- 4) Tare weights : 1.5 Kg. (Tested stack load 150 Kgs.)
- 5) Material : HM-HDPE (High Molecular Weight- High Density Polyethylene)
- 6) Handles : One, centre placed along the length of Container embedded on top
- 7) Openings  
No. of openings : One  
Diameter (ID) : 46mm  
Threads : Buttress  
Material of closure : HM-HDPE outer cap with LDPE/HDPE Inners (outer cap must be Red)  
Sealing arrangement : Wire & lead seal/plastic seal (Red)
- 8) Colour : Blue with U.V.stabilizer
- 9) Standard : Tested as per IS 6312 & UNO/IMDG Code marked
- 10) Caps should be provided with venting with breather hole with GORTEX Membrane.
- 11) The colour of the can should be blue colour with red colour caps.
- 12) HOCL emblem, Product Name, UN No, Gross Weight, Nett Weight etc has to be screen printed on the can in yellow colour.

**Eligibility criteria for participating in the bid.**

**Offers of bidders who satisfy the following Eligibility Criteria only will be considered .**

1. Vendor should have adequate manufacturing and financial capacity to supply HOCL's requirement of 1250 Nos. Carbouys per month as per the HOCL specification given. Vendors who have been blacklisted in the past by any PSU shall not submit the bids.
2. Vendor should have sufficient technical and commercial capability to supply the materials as per HOCL requirements'.
3. Vendor must have executed orders of minimum value of Rs.41 lakhs for similar items in the last three financial years'.
4. Vendor should have executed at least one order of minimum value of Rs.10 lakhs for the similar items in the last three financial years
5. Vendor should submit balance sheet (Profit & Loss) for last three financial years.
6. Vendor should upload the satisfactory performance certificate/ Purchase Order copies from renowned customer.
7. Documentary evidence for all the above parameters is to be furnished by the bidder along with the Technical bid. However, the existing registered vendors of HOCL (for the said item) who were enlisted after ascertaining the above parameters may be exempted from furnishing the details against point no. 3,4,5 and 6.
8. MSME vendors as well as starts ups are eligible for relaxation on condition of prior turn over and prior experience subject to meeting of quality and technical specifications.
9. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). Such bidders should submit the valid copy of registration certificate along with tender.

**GENERAL TERMS AND CONDITIONS OF TENDER**

1. **PRICES : FIRM PRICES** : Unless otherwise specified in the order, the order prices shall remain FIRM and will not be subject to escalation of any description during pendency of the order, notwithstanding any change in the cost of materials or of labour or any other cost element which may take place while this order is being carried out.  
The prices shall be based on F.O.R.HOCL site at Ambalamugal, Cochin inclusive of freight and all other incidental expenses. Please indicate the GST rate, HSN code and GSTIN of your firm.
2. **VALIDITY OF OFFER** : Offer shall be valid for a minimum period of **60 days** from the last date of submission stipulated for the tender. No revision in the rates will be allowed during the contract period.
3. **DELIVERY PERIOD** : The delivery period of the item will be spread over a period of **180 days** from the date of purchase order. In the event of placement of purchase order on a vendor, HOCL shall be intimating the supply schedule 7 to 10 days in advance and vendor shall be bound to supply the Carbouys as per the schedule.
4. **EARNEST MONEY DEPOSIT (EMD) :NIL**
5. **SECURITY DEPOSIT**: Successful bidder will have to pay a Security deposit of **5 %** of the order value towards satisfactory performance of the contract. SD has to be submitted by way of Bank Guarantee from a Scheduled bank within 21 days of placement of Order. SD will be forfeited in the event of any breach of contract by the supplier. SD will be refunded to the contractor within 60 days of completion of contract. SD is exempted to PSU vendors.
6. **QUANTITY**: The quantity of **7500 No's** mentioned in the tender for 30 Litre HM- HDPE Carbouys is the tentative total quantity for supply during the 6 months from the date of placement of purchase order. The actual quantity however may vary and no guarantee can be given for minimum quantity of monthly upliftment or total upliftment. The actual requirement may vary by +/- 25 % of tendered quantity; however no guarantee can be given. You should supply the material as per HOCL schedule.
7. **QUALITY**: HM-HDPE Carbouys offered must confirm to the detailed specifications given in the attachment. Any bid received for carbouys other than of above specification shall be rejected.
8. **SIGNING AND SEALING ON ALL PAGES OF BIDS**: The vendor shall sign and seal on all the pages of this tender documents and submitted failing which bids are liable to be rejected.
9. **SPLITTING OF PURCHASE ORDERS** : HOCL reserves the right to split the quantity of **7500 Carbouys** among two vendors in the ratio of **70:30** to ensure the continuity of supply.

The splitting will be as follows. The lowest quoted vendor will be awarded 70% of the tender quantity and L2 will be awarded 30 % of quantity provided he matches the L1 rate. If L2 does not match the L1 rate, then L3 will be offered to match the L1 rate and so on. If no party matches the L1 rate, the full quantity will be ordered on L1 vendor. If a newly introduced vendor becomes the L1, then the splitting ratio will be 50:30:20 between the L1, L2 & L3 vendors on matching the L1 rate. The performance of the new vendor will be closely monitored for the first two months with regards to Quality of barrels supplied and adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOCL may cancel the order and allot the quantity between the next 2 lowest vendors following 70:30 ratio.

10. **PAYMENT TERMS:** GEM standard Payment term (Within 10 days from the date of CRAC)
11. **RIGHT TO REJECT A BID:** HOCL reserves the right to reject any bid due to reasons such as (a) Vendor not following above bidding procedures (b) Vendor not being technically acceptable to HOCL (c) Non submission of EMD payment details with the techno commercial bid or EMD paid being lesser than the stipulated amount (d) Vendor not agreeing with the general conditions of the tender. (e) Not enclosing any particular documents asked for (f) Any other valid reasons.
12. **INSURANCE:** HOCL shall arrange the transit insurance. However, the vendor shall promptly inform dispatch details to HOCL for arranging insurance.
13. **PACKING:** The carbouys are to be despatched tightly closed with the lids so that the lids do not fall off during transportation. Carbouys are to be received at HOCL in clean, neatly stenciled condition. Vendor shall use proper packing materials to ensure the above. Carbouys are to be covered with tarpaulin while dispatching in trucks to prevent them from getting wet or being exposed to dust.
14. **TRANSPORTATION:** Shall be arranged by the vendor.
15. **STENCILLING OF CARBOUYS:** Carbouys are to be stenciled as required by HOCL. Matter to be stenciled will be intimated at the time of placing the purchase order. The price quoted by vendor shall be inclusive of all charges and no separate charges shall be payable for stenciling.
16. **INSPECTION:** The HDPE Carbouys shall be subjected to weighment and inspection on receipt at HOCL. HOCL reserves the right to reject the carbouys if not found to be of acceptable quality. In such a case, payment shall be made only for the accepted quantity. Vendor shall make own arrangements for lifting the rejected carbouys from the premises of HOCL at own cost.
17. **TRANSHIPMENT NOT ALLOWED:** Carbouys shall not be subjected to transshipment and shall be directly despatched from vendor's factory to HOCL, Ambalamugal. This is to avoid damages.

18. **RIGHT TO PROCURE FROM ALTERNATIVE SOURCE** : In the event of non-supply by the vendor on whom purchase order is placed, HOCL reserves the right to procure barrels of same quality from an alternative source and recover from the vendor, the additional cost incurred to HOCL.

19. **TESTING OF CARBUOYS BY MANUFACTURER**: Carbuoys shall be tested by the vendor as required by IS 6313 standards before despatch to HOCL. Test certificates to be despatched along with supply.

23. **PURCHASE PREFERENCE**: Purchase/Price Preference or any other concessions applicable for SSI Units /PSUs will be as per latest Government of India Directives. **For availing this benefit, the bidder should make their claim in the Bids itself and enclose necessary documentary evidence to prove their eligibility.**

24. **DISPUTES**: In the event of a contract being executed, all cases of disputes between seller and buyer shall be settled through arbitration as per Indian arbitration and Conciliation act 1996 or any amendments from time to time. The decision of the arbitration shall be final and binding on both the parties.

25. **INTEGRITY PACT** should be signed for order value more than 50 lakhs .

26. **RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA**

- a) Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020 )Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.
- b) All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure VI along with the bid.

27. **The GeM standard term for delivery, payment and price is as follows:**

- i. **GeM Std. Payment terms: 100% payment will be released within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and submission of bills.**
- ii. **Delivery : Free Delivery at Site basis including loading/unloading.**
- iii. **Price: Quoted price is all inclusive (i.e., freight, taxes and duties etc.)**

**Pls. note that no deviation is allowed in the above terms, So please ensure that the rate quoted against GeM tender is all inclusive value i.e inclusive of all taxes and duties and on delivered basis and also the payment term shall be within 10 days from the date of receipt & acceptance of material at site.**

**COMMERCIAL TERM FORMAT****(Please fill up the details mentioned below in your letter head and upload along with your bid)**

FOR OFFERS THROUGH GEM PORTAL (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)	PAYMENT TERM IS WITHIN 10 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE
	RATE QUOTED SHOULD BE INCLUSIVE OF GST AND FREIGHT CHARGES TO DELIVER THE MATERIAL AT SITE

SI.No	DETAILS REQUIRED	
1	<b>Name and Address of Organization</b>	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	Certificates provided along with supply, if any	
8	Validity of offer	
9	Delivery period	
10	Deviation in specification/ terms and conditions if any	
11	Please confirm if your firm is blacklisted by any PSU :	
<u>Signature and Stamp</u>		



**Annexure IV-B**

**(KINDLY FILL THIS SHEET AND SUBMIT IN –COMMERCIAL TERM FORMAT-B)**

Name of Bidder: .....		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put √ in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> Micro <input type="checkbox"/> Medium <input type="checkbox"/> Small <input type="checkbox"/> No
2-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012. <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number ..... <input type="checkbox"/> Not Applicable
3-ii	Submitted valid document against clause no 3i	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
4i	Whether the proprietor of “MSME” enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4ii	Whether the proprietor of “MSME” enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4iil	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL’s standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE:SIGN AND STAMP OF BIDDER		

**COMMERCIAL TERM FORMAT-C**

(For Purchase Order/ Work Order with estimated value more than FIVE Lakhs)

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO \_\_\_\_\_

(KINDLY FILL AND SUBMIT ALONG WITH COMMERCIAL/TECHNICAL BID)

NAME OF BIDDER: .....

Sr.No.	COMMERCIAL CLAUSES	BIDDER CONFIRMATION (PLEASE PUT ✓)
1	Please mention whether you are a Class-I/Class II Local supplier.(Please see the definition given below)	Class I Class II
2	Specify the percentage (%) of local content.	_____ %
3	Details of location at which the local value addition is made.	
4	Mention whether the product offered is manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and there is a technology collaboration agreement / Transfer of technology agreement	Yes / No

**SELF DECLARATION OF LOCAL CONTENT**

We hereby declare that the percentage (%) of local content specified against mentioned against Sr.No.2 is \_\_\_\_\_%. We also understand that submitting False self-declarations and auditors 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 the Rule 151 (iii) of the General. Financial Rules along with such other actions as may be permissible under Law.

**Definitions**

Local Content: - The amount of value added in India(Total value of item procured minus the value of imported content in the item(including all customs duties) as a proportion of total value, in percentage.

Class I Local Supplier: - Supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%.

Class II Local Supplier: - Supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50 %.

Purchase Preference: -Will be as per the applicable Government order.

DATE

SIGNATURE AND STAMP

**BID SECURITY DECLARATION**

**ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO \_\_\_\_\_**

**I/We.....hereby declare that:**

- 1.** I will not revoke the tender within the stipulated period/ validity period OR increase the quoted rates.
- 2.** I will commence the work on receipt of Purchase Order.
- 3.** I will not withdraw or amend the tender or impair or derogate from the tender in any respect within the period of validity of the tender.
- 4.** I will furnish the required performance security within the specified period.

**NAME AND ADDRESS OF THE BIDDER**

**PLACE:**

**DATE:**

**SIGNATURE AND STAMP OF THE BIDDER**

**COMPLIANCE TO CLAUSE W.R.T MANADATORY REGISTRATION OF VENDORS FROM COUNTRIES SHARING LAND BORDER WITH INDIA,WITH DPIIT**

Date:

**TO WHOMSOEVER IT MAY CONCERNS**

"I have read The clause titled restrictions on procurement from a bidder of a country which shares a land border with India.

I certify that M/s.....(Name Bidder) is not from such a country

Or .

I hereby certify that M/s. ....(name of Bidder) is from a country which shares land boarder with India and fulfills all requirements in this regard and is eligible to be considered. Enclosed herewith Valid Registration Certificate

Or

I hereby certify that M/s..... (Name of Bidder) is from such a country which shares land border with India , however the said requirement of registration will not be applicable to bidders as Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Enclosed herewith documentary evidence in this regards

We confirm that if it is established that we have provided any false information in pursuance to above clause, while competing for this contract then our Bid shall be rejected.

We further confirms that, if it is established that we have not complied with terms of aforesaid clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per tender provision and shall be dealt accordingly

Name of the Bidder

Stamp & Signature of the Bidder