

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-09-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Chemicals And Petrochemicals
संगठन का नाम/Organisation Name	Hindustan Organic Chemicals Limited
कार्यालय का नाम/Office Name	Ambalamugal,ernakulam
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	SUPPLY INSTALLATION TESTING AND COMMISSIONING OF VACUUM CIRCUIT BREAKER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	11KV 800A, 20KA VACUUM CIRCUIT BREAKER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Vacuum Circuit Breakers - Indoor type as per IS 13118, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, Vacuum Circuit Breaker - Outdoor Type - Rated Voltage up to and Including 72.5 KV as per IS 13118, Air Circuit Breaker, Motor Protection Circuit Breaker (MPCB), MCB - Miniature Circuit - Breakers for A.C. Operation as per IS / IEC 60898 (Part 1), Circuit Breakers for DC Operation, Circuit Breakers with Integral Overcurrent Protection (RCBO) as per IS 12640 (Part 2) IEC 61009 - 1, Earth Leakage Circuit Breaker (ELCB), Automotive Vehicles - Tubes for Pneumatic Tyres (V2) as per IS 13098
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Vacuum Circuit Breakers - Indoor type as per IS 13118 - Vacuum Circuit Breaker - Outdoor Type - Rated Voltage up to and Including 72.5 KV as per IS 13118
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	70 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% 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. 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.

SUPPLY INSTALLATION TESTING AND COMMISSIONING OF VACUUM CIRCUIT BREAKER (2 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Midhun Babu P	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	2	45

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. 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**

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 for 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

7. **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

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**

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.

11. **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.

12. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

13. 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.

14. 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.

15. 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.

16. Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

17. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of

CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

18. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

19. **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.
2. Documents satisfying eligibility criteria should be provided along with offer.
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.
5. **ARBITRATION OF DISPUTES:** All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitrators. The award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re enactment thereof for the time being in force.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

20. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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 कार्यवाई का आधार होगा।/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.

---धन्यवाद/Thank You---



हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड
HINDUSTAN ORGANIC CHEMICALS LTD

(भारत सरकार का उद्यम, A Government of India Enterprise)

अंबलमुगल, कोची AMBALAMUGAL, COCHIN – 682 302

दूरभाष Phone: (0484) 2720911, ईमेल E-mail: kochi@hoclindia.com, p.midhun@hoclindia.com

MAT/PUR/22558/25

15.09.2025

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: **SUPPLY, INSTALLATION AND COMMISSIONING OF VACUUM CIRCUIT BREAKER.**

You may submit your offer on single bid system online before the due date and time specified.

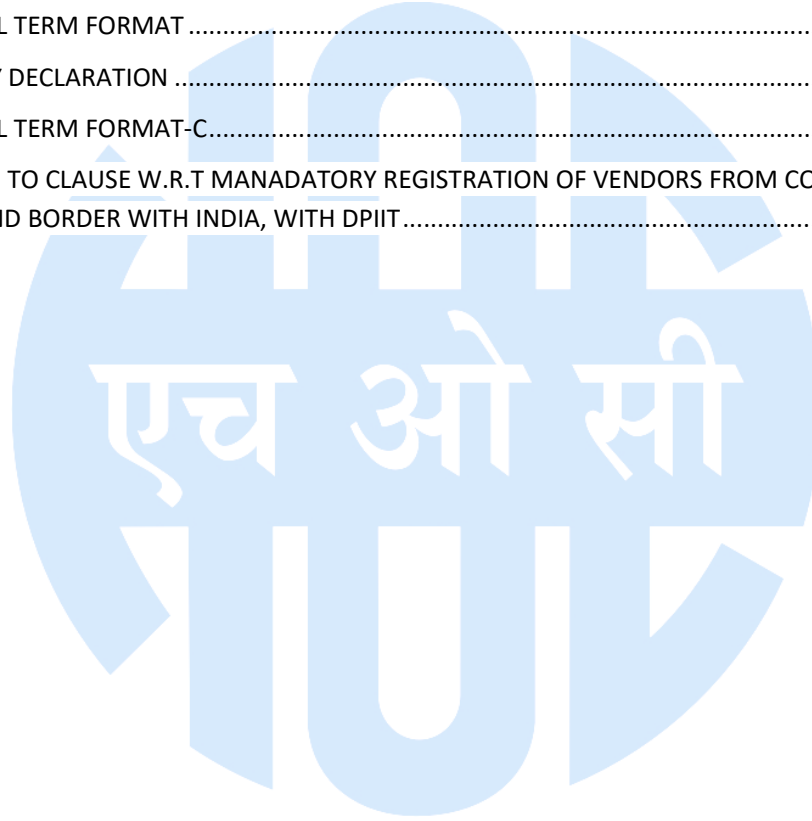
Thanking you,

Yours faithfully,
For Hindustan Organic Chemicals Ltd.

B. Balachandran
Chief General Manager (Materials/MSS/HR)

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COMPLIANCE TO CLAUSE W.R.T MANADATORY REGISTRATION OF VENDORS FROM COUNTRIES SHARING LAND BORDER WITH INDIA, WITH DPIIT	12



**SPECIFICATION SHEET OF SUPPLY, INSTALLATION AND COMMISSIONING OF
VACUUM CIRCUIT BREAKER**

Sl. No.	Material No.	ITEM DESCRIPTION	Quantity
1	63541427	11KV, 800A, 20KA VCB truck, Horizontal draw out, Vertical Isolation, 230VAC motorized mechanism and 110VDC coils, Type: ALA1/XLV, CGPISL make. Scope includes supply, installation, testing and commissioning. These VCBs shall be suitable for retrofitting existing BOCB, 6600V, 800A, 21.9KA, CG make, Type TD15,CMX3.	2 NOS

NOTE:

1. **Acceptable Make:** CGPISL
2. Catalog and data sheet of the offered VCB's to be provided along with the offer.
3. Warranty certificate for one year and routine test reports of the supplied VCB's to be provided along with the supply.
4. **Delivery Period:** Within 45 days from the date of placement of order.

ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE BID**OFFERS OF BIDDERS WHO SATISFY THE FOLLOWING ELIGIBILITY
CRITERIA ONLY WILL BE CONSIDERED**

- a) Vendor should submit Balance sheet of last 3 financial Years.
- b) Vendor should have upload work order copies of Minimum 3 Nos. of Reputed Customers preferably PSUs/Govt. Organizations for similar items.
- c) Repeat works order copies or satisfactory performance certificates issued by reputed organizations preferably PSUs for similar items.
- d) Client list.

Vendor should provide documentary evidences for all the above along with the Technical Bid. HOCL registered vendors for said item are exempted from furnishing above document as in point nos. 1 to 4. MSE 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.

GENERAL TERMS AND CONDITIONS FOR E BID SUBMISSION

Please submit your e-bids conforming to the specifications and the terms and conditions attached as per instructions given below:

1. The bid shall contain as integral part of the same the following compliance statement: “We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the goods in compliance with the same.”
2. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
3. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
4. Specification of the Product: Specifications offered product shall be uploaded along with technical bid.
5. Payment terms shall be: GeM standard Payment terms - within 10 days.
6. Tenderer should agree for inspection of material at their site, if desired by HOCL. The inspection may be carried out by the representative of HOCL or by a third party or jointly.
7. The Tenderer must specify their GSTIN No & HSN code of material offered in the BID.
8. The successful tenderer shall, if so desired by HOCL, deposit an amount equivalent to 5% of the value of order as security deposit within 21 days of the order towards satisfactory execution of the order. No interest will be paid on this amount by HOCL. Security Deposit, if applicable, will be refunded within 60 days against written request from party.
9. **Delivery within 45 days.** The delivery schedule shall be given by HOCL and you shall be responsible for arranging supplies as per the schedule. In case the supplier fails to deliver the consignment within the period prescribed, HOCL shall be entitled, if so desired by HOCL, to recover from supplier's pending bills against the order or from any other bills a penalty of 0.5% of the price of the goods in arrears per week at discretion of the HOC subject to maximum of 5%.
10. Manufacturers test certificate in original or attested, guarantee certificates in original, drawings in original etc. as applicable shall be provided along with the supply.

11. Tenderer may attach necessary catalogues / drawings / detailed specifications of the items wherever required. Also clearly specify the make / model of the item offered.
12. Purchase preferences, EMD/SD Exemption etc for PSUs/SSI units etc will be applicable as per GOI directives from time to time. For this, the tenderer should claim their eligibility along with the supporting documents in their offer itself.
13. 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. Vendor currently not having BIS certification for barrels
 - g. Any other valid reasons.
14. PRICE: The price quoted shall be for delivery at our factory at Ambalamugal, Ernakulam District, Kerala state. The price quoted by the vendor shall remain firm during the period of contract.
15. 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-V along with the bid.
16. The GeM standard term for delivery, payment and price is as follows:
 - a. 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.
 - b. Delivery: Free Delivery at Site basis including loading/unloading.
 - c. Price: Quoted price is all inclusive (i.e., freight, taxes and duties etc.)

17. JURISDICTION: All questions, disputes or differences arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala, India only.

18. ARBITRATION OF DISPUTES: All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitrators. The award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

19. SIGNING AND SEALING ON ALL PAGES OF BID: The vendor shall duly fill, sign and seal on all the pages of the bids submitted failing which bids are liable to be rejected.

20. GENERAL INFORMATION TO SUPPORT THE GROWTH OF MSME BUSINESS: " The Government of India offers two excellent opportunities to elevate the quality and sustainability of MSME businesses—the ZED Certification (Zero Defect Zero Effect) and the MSME Competitive (Lean) Scheme—both designed to improve product quality, enhance competitiveness, and provide access to government benefits." Eligible MSMEs shall apply through online portal : <https://zed.msme.gov.in/> | <https://lean.msme.gov.in/>

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

Sl. No.	DETAILS REQUIRED	
1	Name and Address of Organization	
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	Whether manufacturer of offered item	O Yes O No
8	Validity of offer	
9	Delivery period	
10	Certificates provided along with supply, if any	
11	Deviation in specification, if any	
I/We here by confirm that, I/We have not been blacklisted in the past by any Public Sector Undertakings/ Government organizations.		
Signature and Stamp		

(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

Name of Bidder:		
Sl. 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.	☐ Yes, We are on holiday List/Black List/De-List ☐ No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	☐ Micro ☐ Medium ☐ Small ☐ No
2ii	Status of MSE Bidder	☐ Manufacturer ☐ Services ☐ Not Applicable
2iii	Whether MSE bidder is offering product manufactured by him/her	☐ Yes ☐ 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>	☐ Mention UAM Number ☐ Not Applicable
3ii	Submitted valid document against clause no 3i	☐ Submitted ☐ Not Applicable
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	☐ Yes ☐ 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)	☐ Yes ☐ No
4iii	Submitted certificate against clause no 4ii	☐ Submitted ☐ 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	☐ Agreed ☐ Not Agreed
DATE :		
SIGN AND STAMP OF BIDDER		

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

COMMERCIAL TERM FORMAT-C

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

**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 border 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