



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4369537  
Dated/दिनांक : 20-12-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-01-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-01-2024 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	18
Item Category/मद केटेगरी	CS ERW PIPE 400MM OD X 9.5MM THICK (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/	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

**Bid Details/बिड विवरण****Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**

No

**Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता

No

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता

No

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता

No

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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. 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.
3. 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.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. 4. 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.

## CS ERW PIPE 400MM OD X 9.5MM THICK ( 18 meter )

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Abhilash M S	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	18	30

### 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

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 %.

#### 3. 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.

4. **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.

5. **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 / Public Listed Company 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.

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**

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

8. **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.

9. **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.

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. **Scope of Supply**

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

## 12. **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.

## 13. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

THROUGH HOCL APPOINTED TPI AGENCIES

Post Receipt Inspection at consignee site before acceptance of stores:  
M/s.HINDUSTAN ORGANIC CHEMICALS LTD

## 14. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## 15. **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.

## 16. **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.

## 17. **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.

#### 18. **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):

As per the specification sheets & Annexure VI (Checklist) of Buyer added bid specific ATC

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

Buyer Added text based ATC clauses

**BIDDER SHOULD SUBMIT ALL THE DOCUMENTS AS PER THE ANNEXURE - VI (CHECKLIST) DULY FILLED, SIGNED AND SEALED ALONG WITH THE TECHNICAL BID**

#### 20. **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

Item Number	Item Description	Qty	Unit
1	CS ERW PIPE CONFIRMS TO IS 3589 - BLACK WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTHS OF 6-7 METERS PIPE 400MM OD X 9.5MM THICK (SCH 30)	18	MTR

**NOTE:**

- ALL CERTIFICATES AS PER QAP INCLUDING MTC, GUARANTEE CERTIFICATES AND IIIRD PARTY INSPECTION CERTIFICATES SHOULD BE PROVIDED ALONG WITH SUPPLY.
- Note : Party should supply the ERW Pipe with seam and both ends painted in red colour
- **THIS ITEM IS REQUIRED FOR ANNUAL SHUTDOWN WORKS. HENCE THE SUPPLIER SHOULD STRICTLY ADHERE TO THE DELIVERY PERIOD.**
- DETAILED TECHNICAL SPECIFICATION OR CATALOGUE OF OFFERED PRODUCT SHOULD BE SUBMITTED ALONG WITH TECHNICAL BID
- THIRD PARTY INSPECTION : PLEASE NOTE THAT 100% THIRD PARTY INSPECTION WILL BE APPLICABLE IN THIS PROCUREMENT. YOU SHALL INTIMATE US WHEN THE ITEMS ARE READY. WE WILL ARRANGE FOR THIRD PARTY INSPECTION OF MATERIALS THROUGH OUR APPROVED TPI AGENCIES.

MATERIALS WILL HAVE TO BE INSPECTED AT THE VENDOR'S WORKS PRIOR TO DESPATCH AND SHALL BE DESPATCHED ONLY AFTER THE INSPECTION & APPROVAL BY THE TPI. THE INSPECTION WITNESSING CHARGES TO THE THIRD PARTY SHALL BE BORNE BY HOCL AS PER HOCL'S AGREEMENT WITH THE THIRD PARTY. HOWEVER WHATEVER COST INCURRING FOR INSPECTION OF MATERIAL (LIKE NDT ETC.) SHOULD BE BORNE BY THE SUPPLIER. HENCE AS PER THE GEM TENDER TERMS THE RATE QUOTED SHALL BE ALL INCLUSIVE

QAP IS ATTACHED

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**HINDUSTAN ORGANIC CHEMICALS LIMITED  
AMBALAMUGAL**

**QUALITY ASSURANCE PLAN (QAP)**

P.O. No. :				QAP No. HOC/QAP/PIPES		P = Perform by		1. Third Party Inspection				
Description :		<b>PIPES</b>		Revision :		W= Witness by		2. Supplier				
Inspection by :				Date :		R= Review by		3. HOCL				
						IR - Inspection Records						
Sl.No.	Components & Operation	Characteristics	Classification	Type of Check	Quantum of Check	Reference Documents / Acceptance Norms	Format of Records	Agency			Remarks	
								P	W	R		
<b>1.0 RAW MATERIAL INSPECTION</b>												
1.1	Raw Material Identification	1	Chemical & Physical Properties	Major	Measurement / Review	100% Review	Relevant ASTM Specification	MTC	2	-	-	
1.2	Heat Treatment	2	Process / Charts	Major	Review	100% Review	Relevant ASTM Specification	Relevant ASTM Specification	2	-	-	
<b>2.0 IN PROCESS INSPECTION</b>												
2.1	Pipes	1	Dimension Check	Major	Visual & Measurement	100% Review	Relevant ASTM Specification	IR	2	2	-	
<b>3.0 FINAL INSPECTION (TPI)</b>												
3.1	Finished Pipes	1	Chemical & Mechanical Properties	Critical	Review Test Certificates	100%	As per relevant ASTM Standards	MTC	2	-	1	
3.2	Dimension	2	Dimensional Check	Critical	Dimension Measurement	100%	Relevant ASTM/ASME Specification	I.R.	2	1	-	
3.3	Ultrasonic Thickness Gauging	3	Thickness Check	Critical	Thickness Measurement	100%	As per applicable ASTM Standards	I.R.	2	1	-	
3.4	Hydrostatic Test	4	Hydrostatic Pressure Testing	Critical	Measurement	100%	As per applicable ASTM Standards	I.R.	2	1	-	10% Witness by TPI
3.5	Marking & Stamping	5	Identification	Visual	Critical	100%	As per applicable ASTM Standards /MSS-SP-25	I.R.	2	-	1	



**HINDUSTAN ORGANIC CHEMICALS LIMITED  
AMBALAMUGAL**

**QUALITY ASSURANCE PLAN (QAP)**

P.O. No. :		QAP No. HOC/QAP/PIPES		P = Perform by		1. Third Party Inspection					
Description :		Revision :		W= Witness by		2. Supplier					
Inspection by :		Date :		R= Review by		3. HOCL					
				IR - Inspection Records							
Sl.No.	Components & Operation	Characteristics	Classification	Type of Check	Quantum of Check	Reference Documents / Acceptance Norms	Format of Records	Agency			Remarks
								P	W	R	
3.6	Final Clearance (Insp.) & Despatch	6 Verification of documents and issue of inspection clearance note	Critical	Verification	100%	P.O., PR	MTC / IRN TPI	1, 2	-	1, 3	

**Signature & Stamp of the tenderer**



हिंदुस्तानऑर्गेनिककेमिकल्सलिमिटेड HINDUSTAN ORGANIC CHEMICALS LTD  
(भारतसरकारकाउद्यम A Government of India Enterprise)  
अंबलमुगल,कोची AMBALAMUGAL, COCHIN – 682 302  
दूरभाष Phone: (0484) 2720911

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 GEM Bids for **CS ERW PIPE**

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

Thanking you,

Yours faithfully,  
For Hindustan Organic Chemicals Ltd.

बी बालचन्द्रन B. BALACHANDRAN  
महा प्रबन्धक (सामग्री) General Manager (Materials)  
हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड  
HINDUSTAN ORGANIC CHEMICALS LIMITED  
(भारत सरकार का उद्यम A Govt.of India Enterprise)  
अंबलमुगल, कोची, केरल Ambalamugal, Kochi, Kerala-682302  
Tel:0484-2727346.

**ANNEXURE I**

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

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

- a. Vendor should have sufficient technical and commercial capability to supply the materials as per HOCL requirements
- b. Vendor must have executed orders of twice the value of the proposed contracts for similar items in the last three financial years
- c. Vendor should have executed atleast one order of 50% of the value of the proposed contract for the similar items in the last three financial years.
- d. Vendor should submit Balance sheet of last 3 financial Years.
- e. Vendor should have upload work order copies of Minimum 3 Nos of Reputed Customers preferably PSUs/Govt.Organisations for similar items
- f. Repeat works order copies or satisfactory performance certificates issued by reputed organizations preferably PSUs for similar items
- g. Client list

Vendor should provide documentary evidences for all the above along with the Technical Bid. HOCL registered vendors are exempted from furnishing above document as in point nos a to g. 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

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**ANNEXURE II****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. ALL CERTIFICATES AS PER QAP INCLUDING MTC, GUARANTEE CERTIFICATES AND IIIRD PARTY INSPECTION CERTIFICATES SHOULD BE PROVIDED ALONG WITH SUPPLY.
2. Note : Party should supply the ERW Pipe with seam and both ends painted in red colour
3. THIS ITEM IS REQUIRED FOR ANNUAL SHUTDOWN WORKS. HENCE THE SUPPLIER SHOULD STRICTLY ADHERE TO THE DELIVERY PERIOD.
4. DETAILED TECHNICAL SPECIFICATION OR CATALOGUE OF OFFERED PRODUCT SHOULD BE SUBMITTED ALONG WITH TECHNICAL BID
5. THIRD PARTY INSPECTION : PLEASE NOTE THAT 100% THIRD PARTY INSPECTION WILL BE APPLICABLE IN THIS PROCUREMENT. YOU SHALL INTIMATE US WHEN THE ITEMS ARE READY. WE WILL ARRANGE FOR THIRD PARTY INSPECTION OF MATERIALS THROUGH OUR APPROVED TPI AGENCIES.

MATERIALS WILL HAVE TO BE INSPECTED AT THE VENDOR'S WORKS PRIOR TO DESPATCH AND SHALL BE DESPATCHED ONLY AFTER THE INSPECTION & APPROVAL BY THE TPI. THE INSPECTION WITNESSING CHARGES TO THE THIRD PARTY SHALL BE BORNE BY HOCL AS PER HOCL'S AGREEMENT WITH THE THIRD PARTY. HOWEVER WHATEVER COST INCURRING FOR INSPECTION OF MATERIAL (LIKE NDT ETC.) SHOULD BE BORNE BY THE SUPPLIER. HENCE AS PER THE GEM TENDER TERMS THE RATE QUOTED SHALL BE ALL INCLUSIVE

6. Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected. EMD of the tenderer will be forfeited, if the tenderer withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.
7. 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."
8. 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.
9. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.

10. Specification of the Product: Specifications offered product shall be uploaded along with technical bid
11. Payment terms shall be: GeM standard Payment terms.
12. 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.
13. The Tenderer must specify their GSTIN No& HSN code of material offered in the BID
14. 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
15. Delivery will be as per delivery schedule given by HOCL in the BOQ. 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%.
16. Manufacturers test certificate in original or attested, guarantee certificates in original, drawings in original etc. as applicable shall be provided along with the supply.
17. Tenderer may attach necessary catalogues/drawings/detailed specifications of the items wherever required. Also clearly specify the make/model of the item offered.
18. 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.
19. **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.
20. **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.
21. **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.
22. **Restriction on procurement from Bidder who shares the land border with India**
  1. 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.

2. All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure V along with the bid

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

1. **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.**
2. **Delivery : Free Delivery at Site basis including loading/unloading.**
3. **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.**

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<u>ANNEXURE III-A</u>	
<u>COMMERCIAL TERM FORMAT</u>	
(Please fill up the details mentioned below in your letter head and upload along with your bid)	
<b>FOR OFFERS THROUGH GEM PORTAL (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)</b>	<b>PAYMENT TERM IS WITHIN 10 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE</b>
	<b>RATE QUOTED SHOULD BE INCLUSIVE OF GST AND FREIGHT CHARGES TO DELIVER THE MATERIAL AT SITE</b>
Sl.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	Validity of offer
8	Delivery period
9	Certificates provided along with supply (As per the specification document), Yes / No
10	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.	
<u>Signature and Stamp</u>	



**अनुबंध ANNEXURE III – B**

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

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
4iii	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	<b>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</b> 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		

Annexure-IV

**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**

Annexure-V

REF : TENDER/RFQ No.: MAT/PUR/33187/23/SD51 dtd.20.12.2023

**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

## Annexure-VI

CHECKLIST

The bidder should submit the following certificates / documents along with the technical bid. **HOCL reserves the right to reject the technical bids without the following documents:**

1. Eligibility criteria supporting documents as per Annexure I
2. Duly filled, signed and sealed copies of Annexure II (GTC), Annexure III A & B (Commercial terms).
3. Duly filled Duly filled, signed and sealed copies of Annexure IV – Bid Security Declaration
4. Duly filled, signed and sealed copies of Annexure V - compliance to clause w.r.t mandatory registration of vendors from countries sharing land border with india,with DPIIT
5. Technical Specification sheets duly signed and sealed
6. Detailed technical specifications / Catalog & data sheets of the quoted product
7. OEM / Authorization Certificates, if applicable
8. Deviation statement, if any

Stamp & Signature of the Bidder

Name of the Bidder