



HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 302
Phone: (0484) 2720911, FAX No. (0484) 2720893

OPEN E- TENDER NOTICE

16.04.2022

HOCL Invites e-Bids for the following item.

Sl.No.	Description of item and Tender No.	Qty (Approx)
1	Tender Title: Supply of HM-HDPE CARBOUYS Tender Reference Number: MAT/PUR/10851/22	20,000 Numbers

Tender documents may be downloaded from www.hoclindia.com or www.eprocure.gov.in

Interested parties may please get registered with NIC e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>) to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum/extension before submitting the offers.

Closing Date of Tender : 06.05.2022 at 2.00 pm

Opening Date of Tender : 07.05.2022 at 2.00 pm

EARNEST MONEY DEPOSIT (EMD)- Rs.33,000/-

Thanking you,
Yours Faithfully,

For Hindustan Organic Chemicals Limited
(GSTIN: 32AAACH2663P1ZG)

B.BALACHANDRAN
GM (MATERIALS)



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(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 302
Phone: (0484) 2720911, FAX No. (0484) 2720893

MAT/PUR/10851/22

Date: 16.04.2022

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 20,000 Numbers HM-HDPE Carbouys** . Detailed specification is given in the tender documents. Approximate requirement for **6 months** shall be **20,000 Nos**. The carbouys are to be used for the packing of Hydrogen peroxide.

Tender documents are uploaded in HOCL website www.hoclindia.com and www.eprocure.gov.in

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

You may submit your offer on two bid system online before the due date and time specified.
(HOCL GSTIN: 32AAACH2663P1ZG)

EMD : RS.33, 000/-
Tender Closing date : 06.05.2022 at 2.00 pm
Tender Opening date : 07.05.2022 at 2.00 pm

Thanking you,

Yours faithfully,

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Instructions for Online Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

Information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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. HOCL has entered into an Agreement with NIC for e procurement through their portal www.eprocure.gov.in. Quotations shall be submitted online on or before the due date and time of closing the tender.
2. Bids shall be opened electronically on specified date and time given in NIT.
3. BOQ: Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable .If the price bid has been given as a standard BOQ format with the tender document, and then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder).No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
4. 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.”
5. 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.
6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
9. Specification of the Product: Specifications offered product shall be uploaded along with Bid.
10. Purchase Preference to Central Public Sector Enterprises of Govt. Of India and MSMEs shall be as per Govt. of India policy in vogue

TENDER REFERENCE NO: MAT/PUR/10851/22

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 : Buttruss
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 3500 Nos. carbouy per month as per the HOCL specification given.
2. Vendors must have executed orders of minimum value of Rs.132 Lakhs for similar items in the last 3 financial years.
3. Vendor should have executed at least one order of minimum value of Rs 33 lakhs for similar items in the last 3 financial years.
4. Vendor shall submit a solvency certificate of a scheduled bank worth minimum Rs.16.50 lakhs.
5. Vendors who are already registered with HOCL for the supply of Carbouys are not required to furnish credentials against point no 2,3 and 4.

Documentary evidence for all above parameters is to be furnished by the bidder with the technical bid.

TENDER REFERENCE NO: MAT/PUR/10851/22

GENERAL TERMS AND CONDITIONS OF TENDER

1. **VALIDITY OF OFFER:** Offer shall be valid for a minimum period of **60 days** from the last date of submission stipulated for the tender for placing the order. The tendered quantity is the approximate requirement for six months and will have to be supplied as per the dispatch schedule given by HOCL at the firm price quoted. No revision in the rates will be allowed during the contract period.
2. **EARNEST MONEY DEPOSIT (EMD):** A refundable **EMD of Rs.33,000.00/-**, to be submitted along with the technical bid. EMD may be submitted in the form of Bank transfer through our banker M/s Central Bank of India , Thripunithura Branch , A/C No. 3580607136 , IFS Code:CBIN0284515. Details of bank transfer should be indicated in your technical offer. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. EMD of the successful tender may be adjusted against the security Deposit payable. EMD of unsuccessful bidder will be returned after finalization of the tender. EMD of a tenderer shall be forfeited if he withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.
PSUs and Vendors registered with MSME need not submit EMD, but have to submit valid NSIC registration/UAM/exemption certificate along with the Techno-commercial bid.
3. **SECURITY DEPOSIT (SD):** In the event of order being finalised on a vendor, the vendor have to pay **3 %** of value of the contract within 21 days of placement of order, which will be refunded within 60 days of the completion of the contract. SD may be forfeited in the event of a breach of contract by the vendor. SD may be given by Bank Guarantee from a scheduled bank. SD is exempted for PSU vendors and also to MSME vendors having valid NSIC certificate up to the monetary limit specified in certificate.
4. **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) Not enclosing any particular documents asked for and (c) Any other valid reason.
5. **QUANTITY:** The quantity of **20,000 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 +/- 10 % of tendered quantity; however no guarantee can be given. You should supply the material as per HOCL schedule.
6. **QUALITY:** HM-HDPE Carbouys offered must confirm to the detailed specifications given in the attached Annexure – III. Any bid received for carbouys other than of above specification shall be rejected.
7. **PRICE:** The price quoted shall be for delivery at our factory at Ambalamugal, Ernakulam District, Kerala state. The price shall be quoted in detail as per BOQ format. The price quoted by the vendor shall remain firm during the period of contract.
8. **PAYMENT TERMS:** Payment shall be released by HOCL **within 30 days** of receipt of the HM-HDPE carbouys at HOCL site.

9. **INSURANCE:** HOCL shall arrange the transit insurance. However, the vendor shall promptly inform HOCL regarding dispatches for arranging insurance.
10. **SUPPLY SCHEDULE:** 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.
11. **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.
12. **TRANSPORTATION:** Shall be arranged by the vendor.
13. **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.
14. **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.
15. **TRANSSHIPMENT NOT ALLOWED:** The Carbouys shall not be subjected to transshipment and shall be directly despatched from vendor's factory to HOCL, Ambalamugal. This is to avoid damages.
16. **SPLITTING OF PURCHASE ORDERS:** Hindustan Organic Chemicals Ltd (HOCL) reserves the right to split the tender quantity among two vendors in the ratio 70:30 to ensure the continuity of supply. The splitting will be as follows. The lowest vendor will be awarded 70 % of tender quantity and L2 will be awarded 30 % of the quantity provided he matches the L1 rate. If L2 declines to 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 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, HOC may cancel the order and allot the quantity between the next 2 lowest vendors following 70:30 ratio.
17. **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 carbouys of same quality from an alternative source and recover from the vendor, the additional cost to HOCL.
18. **TESTING OF CARBUOYS BY MANUFACTURER:** Carbouys shall be tested by the vendor as required by IS 6313 standards before despatch to HOCL. Test certificates to be despatched along with supply.
19. **OPENING OF TENDERS:** The bids will be opened electronically at **2:00 PM on 07.05.2022.**

20. **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.
21. **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.**
22. **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.
23. **INTEGRITY PACT**: Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-VII. This document is essential and binding. In case a bidder does not sign & submit the Integrity Pact along with bid documents, his bid shall be liable for rejection.

COMMERCIAL TERM FORMAT
(To be printed on your letter head& uploaded)

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

Name and Address of Organization:

Phone No:

GSTIN :

E-mail id for correspondence:

Contact Person Name and Mobile No:

Whether registered with MSME/NSIC:
(If so pl. enclose documentary proof)

Payment Term offered.

Validity of offer:

Delivery period:

Taxes Applicable:

Deviation in specification if any

Signature and Stamp

अनुबंध ANNEXURE- VI - 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	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		

ANNEXURE – VI-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

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at 4th Floor, V Times square, Sector-15, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

..... herein after referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced / interested persons.

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

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) A Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) /contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

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

Section 4- Compensation for Damages

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

demand and recover from the Contractor the liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in India conforming to the anti- corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section-6- Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating Bidder(s)/ Contractor(s) /Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.
10. **Independent External Monitor Details:**
 - i. Name: Rajnisha Kumar Vaish, IAS (Retd.)
Mob No.: 9013807422
Address: Plot No.10, Greenwoods Govt. Officers Welfare Society Phase II,
Sector Omega 1, Pocket P2, Greater Noida,
Dist. Gautam Budh Nagar, U.P.-201310
Email ID: rajnishakumar@gmail.com
 - ii. Name: Arun Kumar Gupta
Mob No.:9833880764
Address: E-68B, Nandanvan CHS.
Sector 17, Nerul,
Navi Mumbai, Maharashtra, Pin-400706
E-mail ID: guptaarung55@rediffmail.com

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other bidder(s) 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman and Managing Director of HOCL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Navi Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

For & On behalf of the Principal (Office Seal)	For & On behalf of Bidder/Contractor(Office Seal)
Place:	
Date:	
Witness 1 (Name & Address)	Witness 2: (Name & Address)

BID SECURITY DECLARATION

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO _____

I/We.....hereby declares 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

SIGNATURE AND STAMP OF THE BIDDER

PLACE:

DATE:

Bid Document

Bid Details	
Bid End Date/Time	07-05-2022 14:00:00
Bid Opening Date/Time	07-05-2022 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Chemicals And Fertilizers
Department Name	Department Of Chemicals And Petrochemicals
Organisation Name	Hindustan Organic Chemicals Limited
Office Name	Ambalamugal,ernakulam
Total Quantity	20000
Item Category	HM-HDPE CARBOUYS (Q3)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years Of Experience	Yes
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate *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	80 %
Bid to RA enabled	No
ITC available to buyer	Yes
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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 (20000 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable
100%	100%	No

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	20000	1	180

Buyer Added Bid Specific Terms and Conditions

1. 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.

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**

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.

7. **Generic**

Staggered Delivery: The ordered items shall be supplied in a staggered manner. (3500 Quantity shall be supplied within 30 days of contract placement and thereafter 3500 Quantity per Month)

8. **Generic**

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

9. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

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. **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.

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. **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.

17. **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): PLEASE SUBMIT DULY SIGNED & STAMPED SPECIFICATION SHEET AND TERMS ALONG WITH OFFER.

18. 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.

19. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

20. 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

21. Buyer Added Bid Specific ATC

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

22. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses

shall also be null and void. 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](#)

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.

---Thank You---