



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4724777
Dated/दिनांक : 02-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-03-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-03-2024 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
Item Category/मद केटेगरी	Custom Bid for Services - Third Party Inspection Contract
Contract Period/अनुबंध अवधि	2 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण**Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है**

Yes

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 Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order

quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1709367867.pdf](#)

Service Level Agreement (SLA):[1709367872.pdf](#)

Payment Terms:[1709367876.pdf](#)

GEM Availability Report (GAR):[1709367883.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1709367888.pdf](#)

Custom Bid For Services - Third Party Inspection Contract (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Third Party Inspection Contract
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhilash M S	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

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

3. Generic

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.

4. 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.

5. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

9. **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.

10. **Past Project Experience**

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

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BIDDERS SHOULD SUBMIT ALL THE DOCUMENTS MENTIONED IN THE ANNEXURE VI (CHECKLIST) OF BUYER ADDED BID SPECIFIC ATC DOCUMENT DULY SIGNED AND SEALED IN ALL PAGES ALONG WITH THE TECHNICAL BID

12. **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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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./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---



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 **THIRD PARTY INSPECTION CONTRACT**

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.

Offer from bidders who satisfy the following Eligibility Criteria only will be considered .

- a. Vendor should have ISO 9001 or equivalent certification.
- b. Vendor should have Inspection Body Accreditation Certificate for ISO/IEC 17020 or equivalent certification.
- c. Vendor should have sufficient technical and commercial capability to carry out the various inspection activities as per HOCL requirements
- d. The bidding organization shall have well established quality management division for providing Third Party Inspection Services. The bidder shall have sound organization, capable of meeting HOCL's requirements with high degree of accuracy of inspection and timeliness of attending inspection call
- e. Vendor must have executed orders of minimum value of Rs.9.92 lakhs for Third Party Inspection works in the last three financial years'.
- f. Vendor should have executed at least one order of minimum value of Rs.2.48 lakhs for Third Party Inspection works in the last three financial years
- g. Vendor should submit Balance sheet of last 3 financial Years.
- h. Vendor should have upload work order copies of Minimum 3 Nos of Reputed Customers preferably PSUs/Govt.Organisations for Third Party Inspection works along with the performance certificates for the satisfactory completion of the above work orders.
- i. Client list
- j. Details of branch offices at different locations in India where Inspectors are available in your offer, failing which your offer will not be considered and will be rejected.
- k. Details of inspectors, in-house facilities etc available for testing along with your technical bid.

Vendor should provide documentary evidences for all the above along with the Technical Bid.

ANNEXURE II - A**SCOPE OF WORK****THIRD PARTY INSPECTION OF MATERIALS**

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide in its plant at Kochi, Kerala, India. We do procure various materials belonging to mechanical, electrical, Instrumentation items etc from across the country for the maintenance and operation of our unit. HOCL invites e-tender for finalizing the contract for the Inspection of items purchased by HOCL at suppliers/ sub-suppliers works. The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical and non-destructive examination of large variety of items.

The scope of work shall include as under

- 1) Visual, dimensional and stage wise inspection wherever necessary and final inspection which includes witnessing of performance/Calibration tests as per the purchase orders/work orders, approved drawings & QAP etc. No Inspection shall be carried out without approved Quality Plan.
- 2) The inspection agency shall ensure the use of valid and calibrated measuring instruments and equipments.
- 3) Clear stamping of materials for acceptance and tagging for identification.
- 4) The accepted items shall be identified with unique seal / stamp and location of the samples shall be mentioned in the Inspection Reports.
- 5) Verifying the materials test certificate and other certificates as per the purchase orders /work orders, approved drawings & QAP etc. and checking of the related stamping on the materials.
- 6) Submission of the final inspection report in duplicate to us and the vendor along with all the documents like test certificates, guarantee certificates, material test certificate and any other documents mentioned in the purchase order,
- 7) Submission of fortnightly reports of purchase orders which are inspected by the TPIA. Reason for any delay has to be intimated to us in advance for taking the corrective actions.
- 8) TPI shall carryout inspection within 3 to 4 days notice by HOCL or the supplier directly. If the proposed Inspection date is beyond 3 to 4 days then the call has to be attended on the proposed date. However in exceptional cases, TPIA may have to attend the inspection call at short notice, for which necessary requests may be made by HOCL or suppliers directly.

For all the Inspection activities of HOCL the TPIA shall entrust the same work with their surveyors only and inspection through free lancers are not acceptable for HOCL inspection works.

Approval by HOCL shall not absolve the Bidder of their responsibility for ensuring completion and correctness of inspection and timely attending the calls. It will be the sole responsibility of the Bidder to ensure that approved, competent and suitable surveyors are only employed for Inspection of HOCL jobs.

Mode of Operation:

- a) You will carry out the pre-dispatch inspection of materials on HOCLs behalf at supplier's site based on specifications, relevant standards mentioned in our Purchase Order/Work Order, approved drawings & QAP etc.. However, TPIA shall inform the supplier the scope of your inspection well in advance and the documents to be submitted by the vendor at the time of inspection.
- b) We will forward one copy of Purchase Order to your office or your branch office concerned either in hard copy or through soft copies vide emails and intimate the vendor concerned regarding third party inspection by you. Thereafter TPIA shall contact the supplier directly for the purpose of inspection.
- c) After receipt of call from suppliers, TPIA shall normally carry out inspection of materials as early as possible but within 3-4 days at supplier's place. Any delay shall be intimated to us.
- d) All relevant certificates shall be collected from the supplier before giving your report and dispatch advice to the vendor. These Certificates should be sent to HOCL along with your inspection records & Timesheets in soft copies within 48 hrs.
- e) Wherever TPI agency have given approval for dispatch of inspected materials from vendor's site and subsequently we find that the materials do not conform to specifications, you shall be responsible for getting off-specification materials replaced by the vendor and also the inspection charges for such items will not be paid.
- f) The inspection report (IR) shall essentially contain following details:
 1. Purchase Order No.& Inspection Report No.
 2. Name of Supplier
 3. Proposed date of Inspection.
 4. Date(s) of Inspection
 5. Date of completion of inspections
 6. Description of Items & P.O. Sr. No. of Items
 7. Reference of approved Quality Plan & applicable documents referred for Inspection.
 8. Quantity offered, accepted, reworked, rejected, cumulative quantity accepted and consumed in testing.
 9. Inspection / Sampling Plan followed
 10. Inspection checks / test carried out
 11. Deviation / Concession, if any
 12. Acceptance/Rejection status

- 13. Details of short supplies(if any)& Details of loose items supplied
 - 14. Mobile Number and Email Id of the TPIA Inspector It shall be ensured that all records of verification and inspection are enclosed with IR
 - 15. Any other relevant details required.
- g) The Inspection Agency shall ensure that original signed IR and all inspection records are submitted to HOCL within 7 days from the date of final inspection and soft copy of the said documents are submitted to HOCL within 48 Hrs from the date of Final Inspection.

You may please furnish all the required documents as mentioned in Annexure II-C & D along with technical bid.

ANNEXURE II - B**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. **Price:**
 - i. You may please submit your detailed offer for carrying out the Third Party Inspection works **on “rate per day” basis.**
 - ii. For any outstation Inspection, Please offer your rates for rendering services on per day basis inclusive of travel and accommodation.
 - iii. The prices shall remain firm during validity period of service contract. No price variation clauses is admissible. The price shall be all inclusive of all other charges such as taxes, transport, accommodation and other incidental charges.
 - iv. The bidder has to quote as per the price formats given. The bidders who has submitted prices in any other forms shall be rejected.
2. **Period of Contract :** Period of contract would be for two year from the date of placement of order. Rates shall be firm for a period of 2 Year
3. 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.”
4. 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.
5. **Validity:** Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
6. **Payment terms shall be: Bills have to be submitted on monthly basis.** You shall forward your bills for inspection charges to HOCL once in a month along with the Inspection reports & Time sheets. Payment shall be made to TPIAs only after final acceptance of material/item inspected by the TPIA at HOCL site. If any non-conformities observed in the materials supplied at HOCL site which are dispatched by the suppliers after TPI clearance, the inspection charges for such items will not be paid.
7. The Tenderer must specify their GSTIN No& HSN code of services offered in the BID
8. The successful tenderer shall 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
9. Inspection report shall be prepared and soft copy of the same shall be forwarded to HOCL by mail within 48 Hrs from the date of final inspection.

10. The inspection agency should satisfy themselves for adequate safety at the supplier's/sub suppliers / works or testing laboratory. HOCL shall not be responsible for any loss / damage on this account.
 11. Purchase preferences, EMD/SD Exemption etc for PSUs/MSEs/Startup 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.
 12. **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 (g) Any other valid reasons.
 13. Notwithstanding anything stated above HOCL reserves the right, without assigning any reason whatsoever, to reject / Accept any or all bids or cancel / withdraw the invitation for bids without assigning any reason thereof and in such cases no bidder shall have any claim arising out of such action
 14. **DISPUTES:** In the event of a contract being executed, all cases of disputes between seller and buyer shall be settled amicably between the parties through mutual discussion and failing that, such disputes, difference, questions or claims shall be settled through arbitration as per Indian arbitration and Conciliation act 1996 or any amendments from time to time. The seat of the Arbitration shall be at Kochi and decision of the arbitration shall be final and binding on both the parties.
 15. **JURISDICTION:** All questions, disputes or differences arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala, India only.
 16. **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).**
 2. **Price: Quoted price is all inclusive (i.e., taxes and duties etc.)**

Annexure II-C

OTHER CHARGES APPLICABLE

Sl.No	Description	Unit	Rate Applicable
1	Rate for rendering service on per day basis inclusive of travel & accommodation for outstation inspection	Rate /per day	

Annexure II-D

BRANCH OFFICE DETAILS

Sl. No	Branch Address	Contact Person	Contact Nos/Mobile & Landline	E-mail id.
1				
2				

<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)		
FOR OFFERS THROUGH GEM PORTAL (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)		RATE QUOTED SHOULD BE INCLUSIVE OF GST AND OTHER CHARGES
SI.No	DETAILS REQUIRED	
1	Name and Address of Organization	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	Validity of offer	
8	Delivery period	Not Applicable
9	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
4iil	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE:SIGN AND STAMP OF BIDDER		

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/33211/24 dtd.23.02.2024

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-A (Scope of Work), Annexure II-B (GTC) Annexure II – C & D, 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. Satisfactory performance certificate for the previously executed PO copies for similar works.
6. Deviation statement, if any, shall be mentioned separately.

Stamp & Signature of the Bidder

Name of the Bidder