



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4061475 Dated/दिनांक : 09-10-2023

#### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-10-2023 14:00:00
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	23-10-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals
Organisation Name/संगठन का नाम	Hindustan Organic Chemicals Limited
Office Name/कार्यालय का नाम	Ambalamugal,ernakulam
Total Quantity/कुल मात्रा	1
ltem Category/मद केटेगरी	EJECTOR 2ND STAGE FOR H2O2 PLANT (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिङ विवरण		
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
EMD Detail/ईएमडी विवरण		
Required/आवश्यकता	No	
ePBG Detail/ईपीबीजी विवरण		
Required/आवश्यकता	No	
Splitting/विभाजन		
Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.		
MII Purchase Preference/एमआईआई खरीद वरीयता		
MII Purchase Preference/एमआईआई खरीद वरीयता	Yes	
MSE Purchase Preference/एमएसई खरीद वरीयता		

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company

and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 5. 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.

#### **EJECTOR 2ND STAGE FOR H202 PLANT (1 set)**

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Abhilash M S	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	60

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

#### 1. Generic

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

#### 2. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

#### 3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Hindustan Organic Chemicals Ltd. Post Bag: No: 18, Ambalamugal P. O., Ernakulam Dist, Kerala - 682 302, India

#### 4. 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.

#### 5. 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 %.

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9. Generic

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

#### 10. Generic

#### **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

#### COST OF SITE VISIT SHOULD BE BORNE BY THE BIDDER

- 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
- 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

#### 11. Generic

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

#### 12. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Should be all inclusive of GST, P&F, Freight, Inspection charges etc..

#### 13. 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.

#### 14. 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.

#### 15. Generic

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

#### 16. Scope of Supply

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

#### 17. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 18. 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.

#### 19. 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.

#### 20. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each

Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

#### 21. Service & Support

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

#### 22. Service & Support

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

#### 23. Inspection

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

M/S. BUREAU VERITAS (INDIA) PVT. LTD

Post Receipt Inspection at consignee site before acceptance of stores: M/s. Hindustan Organic Chemicals Ltd

#### 24. Inspection

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

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

#### 25. **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.

#### 26. 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.

#### 27. 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.

#### 28. Warranty

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

#### 29. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 30. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

#### 31. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **DOCUMENTS SATISFYING ELIGIBILITY CRITERIA**

- 1. DULY SIGNED AND STAMPED TENDER TERMS AS PER ANNEXUREII. IF ANY DEVIATION, PL. INDIC ATE SEPARATELY
- 2. DULY FILLED AND SIGNED COMMERCIAL TERM FORMAT AS PER ANNEXURE III-A,B,C,D
- 3. DULY FILLED AND SIGNED BID SECURITY DECLARATION & CLAUSE COMPLIANCE AS PER ANNEXURE -IV,V
- 4. DETAILED TECHNICAL SPECIFICATION OR CATALOGUE OF OFFERED PRODUCT SHOULD BE SUB MITTED ALONG WITH TECHNICAL BID
- 5. PARTY NEEDS TO SUBMIT THE DRAWINGS & QAP FOR APPROVAL PRIOR TO MANUFACTURING
- 6. MTC, PERFORMANCE CERTIFICATES & TPI CERTIFICATES SHOULD BE PROVIDED ALONG WITH THE SUPPLY
- 7. THIRD PARTY INSPECTION: PLEASE NOTE THAT THIRD PARTY INSPECTION WILL BE APPLICAB LE IN THIS PROCUREMENT. OUR APPROVED THIRD PARTY AND THEIR DETAILS ARE AS UNDER.

M/S. BUREAU VERITAS (INDIA) PVT. LTD,

JOMER SYMPHONY, D/NO. 48/1744C39

UNIT 5, 6TH FLOOR, PONNURUNNI NORTH

VYTTILA P.O, KERALA - 682019.

#### **CONTACT PERSONS**

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1) MR. PETER PRAVEEN, EXECUTIVE

PHONE: +91 9895111743/53

MOB: +91 9895005639,

E MAIL: PETER.PRAVEEN@BUREAUVERITAS.COM

MATERIALS WILL HAVE TO BE INSPECTED AT THE VENDOR'S WORKS PRIOR TO DESPATCH AND SHALL BE DESPATCHED ONLY AFTER THE INSPECTION & APPROVAL BY THE TPI.HOWEVER THE INSPECTION CHARGES TO THE THIRD PARTY SHALL BE BORNE BY HOCL AS PER HOCL'S AGREE MENT WITH THE THIRD PARTY.

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#### 32. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### Disclaimer/अस्वीकरण

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---



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

Item Number	Item Description	n	Item Quantity	Unit of Measure
	EJECTOR;STEAMEJECTOR28F002;2NDST  Flanges as per ASME - B16.5, 1			
1	Motive Medium - Temperature motive medium - Discharge Pressure - Material Casing -	43.9 Deg C 565.00 kg/hr 8.7 bar (a) Steam 17 5 Deg C 0.345 bar(a) 1.4571 1.4571 1.4571 A316L	1	NOS

#### NOTE:

- DETAILED TECHNICAL SPECIFICATION OR CATALOGUE OF OFFERED PRODUCT SHOULD BE SUBMITTED ALONG WITH TECHNICAL BID
- PARTY NEEDS TO SUBMIT THE DRAWINGS & QAP FOR APPROVAL PRIOR TO MANUFACTURING
- MTC, PERFORMANCE CERTIFICATES & TPI CERTIFICATES SHOULD BE PROVIDED ALONG WITH THE SUPPLY

#### Scope of Supply - Procurement of Ejector for H2O2 plant

#### **Terms & Conditions:**

- The supplier should guarantee the performance of the Ejectors as per the specification sheet attached
- The metallurgy spelt in the specification is SS316L which is indicative only. It is the
  responsibility of the vendors to find out the exact metallurgy including alloying element,
  compatible with Hydrogen Peroxide (50% concentration)
- Inspection/Performance test at vendor's site to prove performance has to be done in presence of TPI/HOCL
- Charges against TPI/HOCL inspection will be borne by HOCL
- The Ejector assembly should be dispatched with road worthy packing and delivery should be done at our site

#### **Payment Terms:**

- 90% payment will be made after receipt, inspection and acceptance of the Ejector at HOCL, Ambalamugal, Kochi site.
- Balance 10% will be made after completion of defect liability period of 12 months

#### **Defect Liability Period:**

- The supplier has to guarantee the performance, workmanship and metallurgy of Ejector for a period of 18 months from the date of supply or 12 months from the date of installation of the equipment at the site whichever is earlier.
- <u>THIRD PARTY INSPECTION</u>: PLEASE NOTE THAT THIRD PARTY INSPECTION WILL BE APPLICABLE IN THIS PROCUREMENT. OUR APPROVED THIRD PARTY AND THEIR DETAILS ARE AS UNDER.

M/S. BUREAU VERITAS (INDIA) PVT. LTD, JOMER SYMPHONY, D/NO. 48/1744C39 UNIT 5, 6TH FLOOR, PONNURUNNI NORTH VYTTILA P.O, KERALA – 682019.

#### **CONTACT PERSONS**

1) MR. PETER PRAVEEN, EXECUTIVE PHONE: +91 9895111743/53

MOB: +91 9895005639,

E MAIL: PETER.PRAVEEN@BUREAUVERITAS.COM

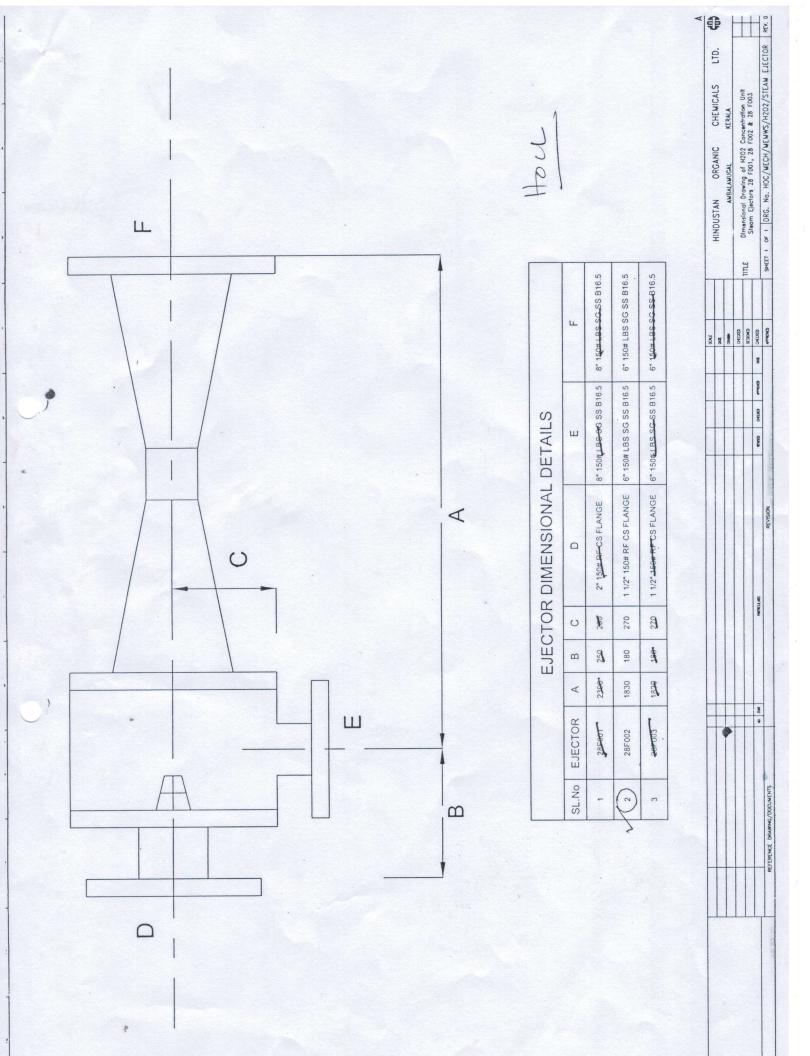
MATERIALS WILL HAVE TO BE INSPECTED AT THE VENDOR'S WORKS PRIOR TO DESPATCH AND SHALL BE DESPATCHED ONLY AFTER THE INSPECTION & APPROVAL BY THE TPI.HOWEVER THE INSPECTION CHARGES TO THE THIRD PARTY SHALL BE BORNE BY HOCL AS PER HOCL'S AGREEMENT WITH THE THIRD PARTY.

\*



	AVEA SECURE	
	हिन्दुस्तान ऑर्गेनिक केमिकल्स	
	HINDUSTAN ORGANIC CHEMICALS	SLIMITED
	EJECTOR- 2 H2O2 PLAN	Π
SL NO	DESCRIPTION	e 13 Watenal mi tive
Steam Jet	Compressor : Item 28 F002 Technica	al Data
	EL ACME	B16.5,
1	Flanges as per ASME	150 lbs
2	Mass Suction Flow	318.50 Kg/hr
3	Suction Pressure	0.090bar (a)
4	Suction Medium	Steam
5 -	Temperature suction Medium	43.9 Deg C
6	Mass motive flow	565.00 kg/hr
7	Motive pressure	8.7 bar (a)
8	Motive Medium	Steam
9	Temperature motive medium	17 5 Deg C

10	Discharge Pressure	0.345 bar(a)
11	Material Casing	1.4571
12	Material disffuser	1.4571
13	Material motive nozzle	1.4571
14	Material lapped flanges	A316L





# 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 **EJECTOR FOR H2O2 PLANT** 

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.

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

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

- a) Vendor should have sufficient technical and commercial capability to supply the materials as per HOCL requirements
- b) Vendor must have executed orders of twice the value of the proposed contracts for similar items in the last three financial years
- c) Vendorshouldhaveexecutedatleastoneorderof50%ofthevalue of the proposed contract for the similar items in the last three financial years.
- d) Vendor should submit Balance sheet of last 3 financial Years.
- e) Vendor should have upload work order copies of Minimum 3 Nos of Reputed Customers preferably PSUs/Govt.Organisations for similar items
- f) Repeat works order copies or satisfactory performance certificates issued by reputed organizations preferably PSUs for similar items
- g) Client list

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

\*

MAT/PUR/33149/23 09.10.2023 ANNEXURE II

#### **GENERAL TERMS AND CONDITIONS FOR E BID SUBMISSION**

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

- 1. DETAILED TECHNICAL SPECIFICATION OR CATALOGUE OF OFFERED PRODUCT SHOULD BE SUBMITTED ALONG WITH TECHNICAL BID
- 2. PARTY NEEDS TO SUBMIT THE DRAWINGS & QAP FOR APPROVAL PRIOR TO MANUFACTURING
- 3. MTC, PERFORMANCE CERTIFICATES & TPI CERTIFICATES SHOULD BE PROVIDED ALONG WITH THE SUPPLY
- 4. THIRD PARTY INSPECTION: PLEASE NOTE THAT THIRD PARTY INSPECTION WILL BE APPLICABLE IN THIS PROCUREMENT. OUR APPROVED THIRD PARTY AND THEIR DETAILS ARE AS UNDER.

M/S. BUREAU VERITAS (INDIA) PVT. LTD, JOMER SYMPHONY, D/NO. 48/1744C39 UNIT 5, 6TH FLOOR, PONNURUNNI NORTH VYTTILA P.O, KERALA – 682019.

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MOB: <u>+91 9895005639</u>,

E MAIL : <u>PETER.PRAVEEN@BUREAUVERITAS.COM</u>

MATERIALS WILL HAVE TO BE INSPECTED AT THE VENDOR'S WORKS PRIOR TO DESPATCH AND SHALL BE DESPATCHED ONLY AFTER THE INSPECTION & APPROVAL BY THE TPI.HOWEVER THE INSPECTION CHARGES TO THE THIRD PARTY SHALL BE BORNE BY HOCL AS PER HOCL'S AGREEMENT WITH THE THIRD PARTY.

- 5. 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."
- 6. 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.
- 7. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
- 8. Specification of the Product: Specifications offered product shall be uploaded along with technical bid
- 9. Payment terms shall be: As mentioned in the spec sheet & scope of supply and additional terms

10. Tenderer should agree for inspection of material at their site, if desired by HOCL. The inspection may be carried out by the representative of HOCL or by a third party or jointly. The inspection charges to the third party shall be borne by hocl as per hocl's agreement with the third party. However whatever cost incurring for inspection of material (like ndt etc.) Should be borne by the supplier. Hence as per the gem tender terms the rate quoted shall be all inclusive

- 11. The Tenderer must specify their GSTIN No& HSN code of material offered in the BID
- 12. Delivery will be as per delivery schedule given by HOCL in the BOQ. The delivery schedule shall be given by HOCL and you shall be responsible for arranging supplies as per the schedule. In case the supplier fails to deliver the consignment within the period prescribed, HOCL shall been titled, if so desired by HOCL, to recover from supplier's pending bills against the order or from any other bills a penalty of 0.5% of the price of the goods in arrears per week at discretion of the HOC subject to maximum of 5%.
- 13. Manufacturers test certificate in original or attested, guarantee certificates in original, drawings in original etc. as applicable shall be provided along with the supply.
- 14. Tenderer may attach necessary catalogues/drawings/detailed specifications of the items wherever required. Also clearly specify the make/model of the item offered.
- 15. Purchase preferences, EMD/SD Exemption etc for PSUs/SSI units etc will be applicable as per GOI directives from time to time. For this, the tenderer should claim their eligibility along with the supporting documents in their offer itself.

#### 16. Restriction on procurement from Bidder who shares the land border with India

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

#### 17. The GeM standard term for delivery and price is as follows:

- i. Delivery: Free Delivery at Site basis including loading/unloading.
- ii. Price: Quoted price is all inclusive (i.e., freight, taxes and duties etc.)

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

#### 18. <u>HOCL ADDITIONAL TERMS & CONDITIONS</u>

#### **Scope of Supply - Procurement of Ejector for H2O2 plant**

#### **Terms & Conditions:**

- The supplier should guarantee the performance of the Ejectors as per the specification sheet attached
- The metallurgy spelt in the specification is SS316L which is indicative only. It is the responsibility of the vendors to find out the exact metallurgy including alloying element, compatible with Hydrogen Peroxide (50% concentration)
- Inspection/Performance test at vendor's site to prove performance has to be done in presence of TPI/HOCL
- Charges against TPI/HOCL inspection will be borne by HOCL
- The Ejector assembly should be dispatched with road worthy packing and delivery should be done at our site

#### **Payment Terms:**

- 90% payment will be made after receipt, inspection and acceptance of the Ejector at HOCL, Ambalamugal, Kochi site.
- Balance 10% will be made after completion of defect liability period of 12 months

#### **Defect Liability Period:**

•	The supplier has to guarantee the performance, workmanship and metallurgy of Ejector for
	a period of 18 months from the date of supply or 12 months from the date of installation of
	the equipment at the site whichever is earlier.

\*

ANNEXURE III-A		
COMMERCIAL TERM FORMAT		
(Please fil	I up the details mentioned below in your let	ter head and upload along with your bid)
FOR OF	FERS THROUGH GEM PORTAL (AS PER GEM	PAYMENT TERM SHALL BE AS PER THE ANNEXURE II
STAND	DARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)	RATE QUOTED SHOULD BE INCLUSIVE OF GST AND FREIGHT CHARGES TO DELIVER THE MATERIAL AT SITE
SI.No	DETAILS RI	EQUIRED
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	
9	Certificates provided along with supply (As per the specification document), Yes / No	
10	Deviation in specification ,if any	
I/We here by confirm that, I/We have not been blacklisted in the past by any Public Sector Undertakings/ Government organizations.		
		Signature and Stamp

#### 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 V 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.	<ul><li>□ Yes, We are on holiday</li><li>List/Black List/De-List</li><li>□ No</li></ul>
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	□ Micro□ Medium □ Small□ No
2-ii	Status of MSE Bidder	<ul><li>□ Manufacturer</li><li>□ Services</li><li>□ Not Applicable</li></ul>
2-iii	Whether MSE bidder is offering product manufactured by him/her	□ Yes □ No
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.  SSI/MSME/NSIC/UAM / DIC registration certificate	□ Mention UAM Number □ Not Applicable
3-ii	Submitted valid document against clause no 3i	<ul><li>□ Submitted</li><li>□ Not Applicable</li></ul>
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	□ Yes □ No
4ii	Whether the proprietor of "MSME" enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	□ Yes □ No
4iiI	Submitted certificate against clause no 4ii	<ul><li>□ Submitted</li><li>□ Not Applicable</li></ul>
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry.Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	□ Agreed □ Not Agreed
DATE:	SIGN AND STAMP OF BIDDER	

MAT/PUR/33149/23 09.10.2023 Annexure-III- C

वाणिज्यिकअवधिप्रपत्रcommercial TERM FORMAT-C		
ANN	IEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TE	NDER NO
	(KINDLY FILL AND SUBMIT ALONG WITH COMMERC	IAL/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	Class I
1	supplier.(Please see the definition given below)	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 %.		
Purcha	se Preference: -Will be as per the applicable Government ord	er.
DATE		SIGNATURE AND STAMP

#### **BID SECURITY DECLARATION**

ANNEX	URE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO
/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
VAIVIL	AND ADDRESS OF THE BIDDER
PLACE:	
DATE:	

SIGNATURE AND STAMP OF THE BIDDER

REF: TENDER/RFQ No.: MAT/PUR/33149/23 dtd.09.10.2023

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

Date:

#### **TO WHOMSOEVER IT MAY CONCERNS**

"I have read The clau shares a land border w		s on procureme	nt from a bidder	of a country v	vhich
I certify that M/s is not from such a cou				(Name Bi	dder)
Or .					
	reby			D:11 \ : 6	M/s.
country which shares eligible to be consider	land border with In	ndia and fulfills	all requirements	in this regard a	
	Or				
I hereby certify that M from such a country registration will not b in which Govt. of documentary evidence	which shares land to e applicable to bidd India is engaged	border with Indi ders as Govt. of	a , however the India has extend	said requirements ded lines of cre	ent of dit or
We confirm that if it to above clause, while					ıance
We further confirms aforesaid clause, during immediate termination	ring execution of	contract, this	would be a su	ifficient ground	d for
			Name	of the Bidder	
Stamp & Signature of	the Bidder				