

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-06-2024 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-06-2024 20:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Hindustan Petroleum Corporation Ltd
Office Name/कार्यालय का नाम	Petroleum House
Total Quantity/कुल मात्रा	24000000
Item Category/मद केटेगरी	31mm CAPS for MANGO PET Bottle , 31mm CAPS for MANGO PET Bottle - Single QR , 31mm CAPS for MANGO PET Bottle - DOUBLE QR , 38mm CAP for HPDE BOTTLE , 38mm CAP for HPDE BOTTLE - Single QR , 38mm CAP for HPDE BOTTLE - DOUBLE QR
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	149 Lakh (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for 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),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	31mm CAPS for MANGO PET Bottle

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Group wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
Sch 1 - 31 mm caps EMD Amount/ईएमडी राशि (In INR)	416000
Sch 2 - 38 mm caps EMD Amount/ईएमडी राशि (In INR)	578000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	33

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

HPCL
Petroleum House, NA, Hindustan Petroleum Corporation Ltd, Ministry of Petroleum and Natural Gas
(Hpcl)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	70:30

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	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" 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
[OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Purchase preference 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 30%(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. 6. 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.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

27-05-2024 15:00:00	<p>Hi,</p> <p>Nishikant Patil is inviting you to a scheduled Zoom meeting.</p> <p>Topic: Pre bid meeting - GEM/2024/B/4967303 dated 21.05.2024 - Supply of 31 mm & 38 mm HDPE Caps @ HPCL Chennai Lube Plant Time: May 27, 2024 03:00 PM India</p> <p>Join Zoom Meeting https://hpcl-in.zoom.us/j/94124071867?pwd=a2RJZm11eWIFRUVQS0tpWjFQRWdnQT09</p> <p>More Ways to join:</p> <p>Web Browser - https://hpcl-in.zoom.us/j/94124071867?pwd=a2RJZm11eWIFRUVQS0tpWjFQRWdnQT09</p> <p>Meeting ID: 941 2407 1867 Passcode: 489106 One tap mobile +914064802722,,94124071867#,,,,*489106# India +914464802722,,94124071867#,,,,*489106# India</p> <p>Join by Telephone For higher quality, dial a number based on your current location.</p> <p>+91 406 480 2722 India +91 446 480 2722 India +91 806 480 2722 India +91 80 71 279 440 India +91 116 480 2722 India +91 22 48 798 004 India +91 224 879 8012 India +91 226 480 2722 India +91 22 71 279 525 India</p> <p>Meeting ID: 941 2407 1867 Passcode: 489106 Find your local number: https://hpcl-in.zoom.us/u/aeeldeAZy0</p> <p>Join by SIP 94124071867@zoomcrc.com</p> <p>Or</p> <p>Join by H.323 115.114.131.7 (India Mumbai) 115.114.115.7 (India Hyderabad)</p> <p>Meeting ID: 941 2407 1867 Passcode: 489106</p>
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Evaluation Method (Group Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule.
The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedule s	Item/Category	Consignee/Reporting Officer	Consignee Address	Quantity
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Sch 1 - 31 mm caps	31mm Caps For Mango Pet Bottle	Mathivanan P	HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021 600021	9000000
	31mm Caps For Mango Pet Bottle - Single Qr	Mathivanan P	HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021 600021	1500000
	31mm Caps For Mango Pet Bottle - Double Qr	Mathivanan P	HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021 600021	1500000
Sch 2 - 38 mm caps	38mm Cap For Hpde Bottle	Mathivanan P	HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021 600021	6000000
	38mm Cap For Hpde Bottle - Single Qr	Mathivanan P	HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021 600021	3000000
	38mm Cap For Hpde Bottle - Double Qr	Mathivanan P	HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021 600021	3000000

31mm CAPS For MANGO PET Bottle (9000000 pieces)

(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)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per attachment	5bfb5b29077c47e1f4181e1842828bd6.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mathivanan P	600021,HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021	9000000	900

31mm CAPS For MANGO PET Bottle - Single QR (1500000 pieces)

(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)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per attachment	91acaadcd71b8638ef74d93cedc38b25.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mathivanan P	600021,HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021	1500000	900

31mm CAPS For MANGO PET Bottle - DOUBLE QR (1500000 pieces)

(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)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per attachment	c706d13ee27e59d3c9885b0f49676dd9.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mathivanan P	600021,HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021	1500000	900

38mm CAP For HPDE BOTTLE (6000000 pieces)

(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)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per attachment	6b1855061b3185300e592cb8ce78a520.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mathivanan P	600021,HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021	6000000	900

38mm CAP For HPDE BOTTLE - Single QR (3000000 pieces)

(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)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per attachment	45a7f83c0f54965510d80b8d22768272.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Mathivanan P	600021, HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021	3000000	900

38mm CAP For HPDE BOTTLE - DOUBLE QR (3000000 pieces)

(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)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per attachment	48ec474dc3ef1dba806731c49857b6ad.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

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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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mathivanan P	600021,HPCL CHENNAI LUBE PLANT 98/99 elaya mudali street new washermenpet chennai - 600021	3000000	900

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जोएसटी i.r.o. Items
1	Technical Specifications 31 mm View	Technical Specifications 31 mm	31mm CAPS For MANGO PET Bottle(9000000)
2	Technical Specifications 38 mm View	Technical Specifications 38 mm	38mm CAP For HPDE BOTTLE(6000000)
3	Price variation clause View	Price variation clause	31mm CAPS For MANGO PET Bottle(9000000)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

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

2. Generic

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

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

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](#)

5. **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.

6. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

7. **Generic**

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

8. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

9. **Generic**

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.

10. **Generic**

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

11. **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 30% of total value.

12. 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.

13. 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.

14. 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.

15. Buyer Added Bid Specific ATC

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

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

REFER BID SPECIFIC ATC CLAUSE FOR DETAILED BID DOCUMENT

1) Following documents to be submitted along with bid along with other documents mentioned in bid.

a) EMD to be paid through BG only. Physical copies of EMD BG should be submitted on or within five days of due date of the bid as per GeM GTC at following address: (EMD BG Format link / format is provided below, kindly use that format only).

HPCL, CPO Marketing.

BID NO: GeM Bid No: GEM/2024/B/4967303 dated 21.05.2024 (Supply of 31 mm & 38 mm HDPE Caps @ HPCL Chennai Lube Plant.)

TENDER BOX NO 5

KA: ASHISH GUPTA / NISHIKANT PATIL

9th floor, A wing,

Marathon Futurex Building,

N M Joshi Road, Lower Parel,

Mumbai, Maharashtra, Pin 400013.

In absence of valid EMD document (along with SFMS report and valid up to 6 months from the due date of the bid), bid is liable for rejection.

The bidders who are taking exemption for payment of EMD as MSE / start up bidder must possess Valid UDYAM Registration Certificate / Start Up recognition certificate from DPIIT in relevant category.

BG in lieu of EMD must be submitted in attached format only. Format is attached with the bid document (refer below).

Please note BG date should be on or before the due date of the bid. BG dated after the due date will not be considered as valid EMD payment

b) Annexure I: Documents pertaining to Pre-Qualification criteria Financial / Technical

c) Annexure III: Unpriced Bid Details (signed on letterhead)

d) Annexure IV: Declaration I to IX (signed on letterhead)

e) Annexure V: Bidder & Organizational Details (signed on letterhead)

f) Annexure VII: Declaration on PPLC Undertaking (signed on letterhead)

g) Annexure VIII: Technical Specifications (confirmed on letterhead)

h) Annexure IX: Integrity Pact (signed on letterhead)

i) Annexure X: List of Licenses (to be submitted)

Definition of Similar Work for PQC Technical:

For the purpose of this tender, experience of manufacture & supply of HDPE Closures of sizes ranging from 15mm dia. to 50mm dia. suitable for capping HDPE containers, will be considered as similar works. The above caps should be manufactured by Injection Moulding Process.

2) Bid quantity may be split in 70:30% ratio amongst 2 bidders. (Refer Tender terms and conditions in details).

Evaluation criteria: Schedule wise lowest.

MSE/MII PPP purchase preference applicable to this bid. MSE Bidder will get precedence over MII PPP bidder subject to Price match of L1 bidder.

Choice of Purchase Preference: to be submitted on GeM Platform while submitting bid.

BIDDERS TO CHOOSE MII PURCHASE PREFERENCE FOR CLASS 1, IF THEY ARE ELIGIBLE CLASS 1 BIDDERS. ALSO, BIDDER TO CHOOSE MSE PURCHASE PREFERENCE, IF BIDDER IS ELIGIBLE MSE MANUFACTURER FOR THE PRODUCT THEY QUOTED FOR.

If choices not selected while submitting the bid, GeM platform doesn't allow claim any purchase preference.

Refer GTC to verify valid documents for MSE. Currently Udyam Certificate is valid MSE Certificate.

If not selected while submitting bid, GeM platform doesn't allow claim any purchase preference on later stage of bid.

3) Call-up for supply including required quantity will be provided by OIC HPCL Chennai Lube Plant, after placement of Purchase Order.

4) NOTE: PO quantity may not be consumed in Full. The bid quantity is tentative.

5) Find Formats and GTC Supply through below link.

- 1) EMD BG FORMAT - https://drive.google.com/file/d/1mkRG3VK43podlWQnFE1f2UgsTjPVHvwX/view?usp=drive_link
- 2) CPBG FORMAT- https://drive.google.com/file/d/1qrdOS7zfqx BjlihS9VIGmCbRWIBwRkHh/view?usp=drive_link

BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" which expression shall include its successor in business and assigns) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer"

which expression shall include its executors, administrators and assigns) against Tender no dated (hereinafter called "the tender" which expression shall include any amendments/ alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earn est Money for the fulfilment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of r (Rupees only).

We, Bank having office at Bomba y (hereinafter referred to as "the Bank" which expression shall include its successors and as signs) at the request and on behalf of "the Tenderer" hereby agree to pay to the Corporatio n without any demur on first demand an amount not exceeding r (Rupees only) against any loss or damage, costs, charges and expenses ca used to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the Tenderer" of any of the terms and conditions of the said "ten der".

2. We, Bank further agree that "the Corporation" shall be sole Jud ge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms the reof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or in curred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitle d

to.

3. We, Bank further agree that the amount demanded by "the Corpora tion" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay an d the amount demanded and "the Bank" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised b y "the Tenderer" or any suit or other legal proceedings including arbitration **or conciliatio n** pending before any court, tribunal or arbitrator**or conciliator(s)** relating thereto, our lia bility under this guarantee being absolute and unconditional.

4. We, Bank further agree with "the Corporation" that "the Corpora tion" shall have the fullest liberty without our consent and without affecting in any manne r our obligations hereunder to vary any of the terms and conditions of the said "tender"/or t o extend time of performance by "the Tenderer" from time to time or to postpone for any ti me to time any of the powers exercisable by "the Corporation" against "the Tenderer" and t o forbear to enforce any of the terms and conditions relating to "the tender" and

we shall not be relieved from our liability by reason of any such variation or extension bein g granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corp oration" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee i s restricted to r (Rupees..... only). Our liability under this guaran

tee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.

7. We, Bank lastly agree that "the Bank's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".

8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

For Bank
(by its constituted attorney)

(Signature of a person authorised
to sign on behalf of "the Bank")

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---