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F.NO. I(20)048/PUR/CONTAINER/2020

DATE: 13.12.2021

RETENDER
NOTICE INVITING TENDER No:
GOAW/PUR/074/2021

1. The Office of the General Manger, Government Opium and Alkaloid Works Neemuch invites Two-Bid online tenders (Technical bid and Financial Bid) for supply of Plastic Containers, Capacity : 10 Ltrs. , 55,000 Nos., as per Technical specifications enclosed, from manufacturers/ Original Equipment Manufacturer (OEM) /distributors or their accredited agents (Please note that once the OEM/Manufacturer has participated in the tender, the tenders/offers of the dealer of the same OEM/Manufacturer are considered invalid) for supply of the above noted stores on Supply Order basis strictly as per the specifications mentioned in this Notice Inviting Tender.

CRITICAL DATES OF TENDER

Sl. No.	Particulars	Date & Time
1	Publish Date & Time	17.12.2021 at 18:50 Hrs
2	Sale / Document Download Start Date & Time	17.12.2021 at 18:50 Hrs
3	Sale / Document Download End Date & Time	07.01.2022 at 15:00 Hrs
4	Clarification start date & time	17.12.2021 at 18:50 Hrs
5	Clarification end date & time	07.01.2022 at 15:00 Hrs
4	Bid Submission Start Date & Time	17.12.2021 at 18:50 Hrs
6	Bid Submission End Date & Time	07.01.2022 at 15:00 Hrs
7	Bid Opening Date & Time	10.01.2022 at 10:00 Hrs

2. Tender documents may be downloaded from Central Public Procurement Portal (CPPP) site <http://eprocure.gov.in/eprocure/app> as per the schedule given in time schedule for tender as above. Aspiring Bidders who have not enrolled/registered for e-procurement should enrol/register before participating through the website

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<http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders shall submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document published. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website.

3. The tenders shall be submitted **online, in two parts viz. Technical Bid and Financial Bid, along with all the tender documents**. The format of Technical and Financial Bid is given in Annexure-B & C. All the pages of the bid must be sequentially numbered and signed. Over writing, if any, has to be duly certified/attested by the bidder or his authorised signatory irrespective of nature of content of the documents before uploading. Bids submitted without copies of documents specified shall be summarily rejected. The offers submitted through any means other than uploading on the CPPP website <https://eprocure.gov.in/eprocure/app> shall not be considered. No correspondence will be entertained in this matter.
4. Interested parties are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment.
5. In the event of any of the above-mentioned date being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time without any further notice.
6. Interested parties may also download the tender from the official websites - www.goaf.gov.in & The bids, complete in all respects should be submitted exclusively through the Government e-procurement portal <https://eprocure.gov.in/eprocure/app> on or before 07.01.2022 & 15:00 Hrs.
7. For any clarification Shri Ashutosh Jha , In-Charge Purchase, GOAW, Neemuch may be contacted at the office : Tel. No. 07423-220614 (Office) and Shri Shaitan Singh Beniwal, Dealing Assistant, Purchase, GOAW, Neemuch Mob. No. 7976852767.


17.12.2021
MANAGER

GOVERNMENT OPIUM & ALKALOID WORKS,
NEEMUCH, M.P.

Enclosures:

I	Annexure – A	General Information for Tenderers & Terms and conditions.
II	Annexure – B	Technical Bid Format.
III	Annexure – C	Technical specifications for 10 liter container with lid.
IV	Annexure – D	Tender Acceptance Letter.
V	Annexure – E	Instructions for Online Bid submission.
VI	Annexure – F	Score based evaluation criteria of Technical Bids.
VII	Annexure – G	Bid Declaration Form.
VIII	Annexure – H	Integrity Pact.
IX	Annexure- I	Schedule of Requirement

Ministry of Finance, Dept. of Revenue, Government
Opium & Alkaloid Works, Neemuch (M.P)
TENDER No. GOAW/PUR/074/2021

TENDER DOCUMENTS

GENERAL INFORMATION FOR THE TENDERERS & TERMS & CONDITIONS

1. With reference to this office tender notice issued vide F.No.I(20)048/PUR/CONTAINER/2020 dated 13.12.2021 , Open tenders are invited from established/ reputed manufacturers/distributors of Plastic Containers or their accredited agents for supply of 55,000 Nos. of 10 Ltrs. Capacity of Plastic Containers as per specification enclosed with the Tender Documents (Please note that once the OEM/Manufacturer has participated in the tender, the tenders/offers of the dealer of the same OEM/Manufacturer are considered invalid).
2. Last date for uploading of tenders is up to 07.01.2022 at 15:00 Hrs. Tenders uploaded after due date, time and not in prescribed tender document will not be considered. The tenders are to be submitted (Uploaded) in the prescribed Tender Documents, in respective covers.
3. Tenders uploaded upto prescribed time and date will be opened on 10.01.2022 at ~~16:00~~ 15:00 HRS.
4. The tenderer necessarily has to furnish test certificate in conformity with the specification of the plastic containers from recognized testing laboratory (Recognised by state/central govt.) such as CIPET/IIP along with supply. All expenses/taxes /levies including charges for obtaining test certificate, etc., other than those indicated in the tender shall be borne by the supplier.
5. Technical Bid in the prescribed format as per Annexure B shall be duly filled in and signed by the authorised signatory and uploaded online by the bidder in Cover-I along with the self-attested and stamped scanned copies of the following documents: -

Cover-I

- a. Scanned Copy of the current and valid Trade License and Dealership Certificate as applicable.
- b. Scanned Copy of the current and valid GST Registration Certificate.
- c. Tender Acceptance Letter in format given in Annexure-D.
- d. Scanned Copy of Bid Security Declaration as per Annexure 'G'.
- e. Duly filled ,sealed and signed Scanned Copy of integrity pact as per Annexure 'H'.
- f. Scanned Copy of Self Declaration on Stamp Paper Duly Notarized that firm is not blacklisted by any Govt Organization(Not older than 03 months from the date of publishing of tender)
- g. Scanned copy of Technical bid as per Annexure 'B' and Test certificates w.r.t. technical specification and Quality Assurance Parameters from recognized testing laboratory such as CIPET/IIP for the 'Sample' container.

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6. In case the tenderer fails to submit any of the documents as stated above, Financial bids of the bidder shall not be considered for opening and shall be rejected straight away without any further reference.

Cover-2

The Financial Bid as in BOQ excel form shall be duly filled in, digitally signed and uploaded online by the bidder.

Both Technical Bid and Financial bid should be submitted online through Central Public Procurement Portal e-tender system website <http://eprocure.gov.in/eprocure/app>. Off line Bids shall not be accepted.

Note :

(i) Price Bid should be in BOQ Excel form.

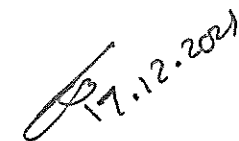
(ii) Price bid format may be downloaded from e-procurement site <https://eprocure.gov.in/eprocure/app/>

(iii) Tenderers should not modify the price bid, otherwise it will be considered and tenderer/bidder will be suspended for minimum three years.

7. If it is noticed that the goods supplied do not conform to the specification of the order, GOAW, Neemuch shall have the right to reject the materials in part or full. The supplier shall be liable to replace the rejected materials within the stipulated time. Till the replacement is done, the rejected materials shall be lying at the risk, cost and responsibility of the supplier.

8. A Self declaration on stamp paper shall be submitted duly notarized to the effect that the firm is not BLACK LISTED for Government transaction by any Department / PSU of Government of India.

9. The General Manager, Government Opium & Alkaloid Works, Neemuch reserves the right to reject or accept any tender without assigning any reason.

17.12.2021

MANAGER

GOVT. OPIUM & ALKALOID WORKS,
NEEMUCH, M.P.

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TERMS AND CONDITIONS

1. The bid must contain complete specification of the container clearly showing compliance with prescribed technical specifications.
2. The bid security declaration form as per Annexure 'G' duly sealed and signed should be uploaded in pdf format.
3. The supply of the material will be made to the GOAW, Neemuch. The basic price on F.O.R. (Free on Rail/Road) price and GST/other taxes should necessarily be indicated in the price bid.
4. The supplier has to furnish test certificates of randomly selected containers from recognized testing laboratory (Recognised by State/Central Govt.) such as CIPET/IIP. All expenses for obtaining test certificate, etc. shall be borne by the supplier. This certificate has to be furnished along with supply.
5. The rates offered will remain valid till the completion of supply of entire quantity of the containers. Conditional tenders shall not be accepted.
6. In case, the tenderer withdraws his offer or in the event of tenderer failing to execute, after his tender is accepted, the tenderer/bidder will be suspended for minimum three year.
7. In the event of tender being accepted, the Supply Order will be placed by the Competent Authority of Government Opium & Alkaloid Works, Neemuch.
8. In case of delay or failure to execute the Supply Order (s) against the contract, the General Manager, Government Opium & Alkaloid Works, Neemuch without prejudice to any other right, under laws, shall have the option :
 - a. To recover liquidated damage (LD) of the value of stores which is not delivered or delayed shall be recovered as follows :
 - b. In case of the delivery of stores or any installment thereof is accepted after expiry of the original delivery period, the GM may recover from the supplier the LD equivalent to 0.5(Half) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The maximum LD shall not exceed 10(Ten) percent of the value of delayed goods.
 - c. To purchase from other sources at the risk and cost of the supplier to extent of material not delivered.
 - d. To cancel the Supply Order without any liability on G.O.A.W.
 - e. To blacklist and debar the company from making any future supplies to any Government Department / PSU of Government of India.
9. In case of exigencies, unforeseen circumstances, the Competent Authority of GOAW, Neemuch reserves the right to cancel the supply order for whole or the balance quantity or part of it by way of notice without assigning any reason, what-so-ever.
10. Legal proceedings, if any, emanating from the Supply Order shall fall within the jurisdiction of the competent court of Neemuch as the case may be.

11. The stores when received at the delivery place / destination shall be inspected for its quantity and quality.
12. No advance payment on any account shall be made for the supply. After inspection of the material supplied and on the material found satisfactory, payment shall be released by way of PFMS of the supplied material.
13. The material shall be inspected at the premises of manufacturers / suppliers by the officers of this organization to ensure the quality of the material as per specification and few containers shall be selected for testing them, at the cost of the supplier, as per specifications and parameters of quality assurance.
14. The competent Authority also reserve the right to increase or decrease the quantity of containers to be supplied based on assessment of the final requirement & tenderer agrees to supply such revised quantities at the same rates and terms of this tender.
15. **Validity of Bids:** The Bids should remain valid for 90 days from the date of Financial bid opening.
16. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instruction will disqualify the Bid.
17. A score based technical evaluation will be made, the format of which is placed in Annexure 'F'. For being eligible for participation in Financial bid, score of 60 or more is required. In case of tie of L1 financial bids among technically qualified bidders ,the bidder who gets more score in score based evaluation will be declared L1. No turnover and Prior experience is required for startups.
18. If any tenderer submit more than one technical and /or financial bid, the bid would be liable to be rejected out rightly.
19. Income tax will be deducted at prevailing rate as per applicable rule of Income tax act.
20. GST-TDS will be deducted at prevailing rate as per applicable rule of GST act.
21. Vendor shall ensure to submit GST return in time. Vendor shall declare invoices in their GSTR-1 and shall pay the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that vendors invoice details appear in GOAW, Neemuch GSTR-2A. In case of non-payment of tax or non filing of GST return, tax amount will be recovered as per the decision of competent authority of GOAW, Neemuch.
22. **Force Majeure clause.**
 - (a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that was not known earlier and have arisen after the conclusion of the present contract.
 - (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 5(Five) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

23. Performance Security of 3% of the total value of the Contract shall have to be furnished by the Successful Bidder Supplier. Performance Security may be furnished in the form of an Account Payee Demand/Fixed Deposit Receipt/ Bank Guarantee from a Commercial Bank Draft. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. In case the Instrument against Performance Security is not furnished prior to commencement of supply, the requisite amount will be deducted and retained from the payment against bill / invoice of **the first consignment of the material supplied.**

24. Pre-Integrity Pact Clause.

An "Integrity Pact" would be signed between the Buyer and the Bidder for purchases exceeding Rs. 1 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes.

Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The essential elements of the Pact are as follows: -

- (a) A pact (contract) between the Government of India (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder").
- (b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation.
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes.
- (d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the principal, especially when a suspicion of a violation by that Bidder emerges;

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(e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

(f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".

(g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings: -

(i) Denial or loss of contracts;

(ii) Forfeiture of the Bid security and performance bond;

(iii) Liability for damages to the principal and the competing Bidders;

(iv) Debarment of the violator by the principal for an appropriate period of time.

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

17.12.2021

MANAGER

GOVT. OPIUM & ALKALOID WORKS,
NEEMUCH, M.P.

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ANNEXURE-B

Ministry of Finance, Dept. of Revenue, Government
Opium & Alkaloid Works, Neemuch (M.P)
TENDER No. : GOAW/PUR/074/2021

TECHNICAL BID

- a. Name & Address and Telephone number
of the Firm/Bidder :
- b. Name & Address of the Authorized Signatory :
Tel.No. of the Authorized Signatory :
- c. i) Details of the firm :
(State whether manufacturer /(OEM)/
direct dealer of the manufacturer).
ii) In case of direct dealers/ representatives/ Distributer,
submit copy of valid dealership license issued by the
manufacturer :
- d. GST Registration Number
(Copy of valid G.S.T Certificate may be
submitted.) :
- e. Turnover in Financial Year 2020-21 :
(Submit Copy of audited financial Statement
for the last three years.)
- f. Whether supplies of container or similar :
items has been made to the Government
organization during last 5 years.
(If yes, a copy of Work order along with a
certificate from the competent authority
from the organization may be enclosed)

TECHNICAL SPECIFICATION FOR THE CONTAINER OF 10 LTRS. & ITS LID

1. BODY OF THE CONTAINER
- (i) MATERIAL of Construction :
- (ii) Brimful Capacity (Min.) :
- (iii) Weight of container (Body without Lid) :
- (iv) Colour (a) Inner :
(b) Outer :
- (v) Outer Dimension (Max)

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- (a) Width at Bottom :
- (b) Mouth Opening :
- (c) Height without lid :

- (vi) Body Wall Thickness (Min)
 - (a) Any where except bottom (edge) :
 - (b) Bottom Thickness (edge) :
- (vii) Breaking Load of Body (min) :
- (viii) Type of Handles :

2. LID OF THE CONTAINER

- (i) Material of construction :
- (ii) Weight :
- (iii) Colour :

3. OTHER ITEMS :

(Provision of sealing the container and Lid with iron wire seal as well as plastic strip Seal)

QUALITY ASSURANCE PARAMETERS FOR THE CONTAINER OF 10 LTRS. & ITS LID

- (i) Brimful capacity of the container
- (ii) Outer diameter of container (Maximum)
- (iii) Thickness of the container (Minimum)
- (iv) Weight of container (Minimum)
- (v) Mouth Opening (Minimum)
- (vi) Proper fitting of the lid with the container
- (vii) Breaking load of the container (Minimum)
- (viii) Identification of material of construction (Body and Lid)
- (ix) Stackability
- (x) Drop impact withstanding capacity
- (xi) Extraction value with Acetic acid
- (xii) Effectiveness of vents
- (xiii) Stability of colour (U.V.)

Test certificates, as per relevant IS codes, w.r.t. technical specification /Quality Assurance Parameters from recognized testing laboratory such as CIPET/IIP (recognized by state/central govt.) must be submitted along with Technical bid.

I/We hereby declare that the above statements are true. I/We also declare that the decision of GOAW, Neemuch regarding selection of eligible firms for opening of Financial Bid (Part-II) shall be final and binding on me/us.

Date:

Signature:

Address:

Name of the Authorised Signatory :

Designation seal/Stamp:

TECHNICAL SPECIFICATION FOR 10 LTRS. CONTAINER & LID**1. BODY OF THE CONTAINER**

- | | | |
|--------|--|--|
| (i) | MATERIAL of Construction | : LLDPE (Double Lined) |
| (ii) | Brimful Capacity (range) | : 10 Ltrs. + 50 ml |
| (iii) | Weight of container
(Body without Lid, range for minimum) | : 1.100 Kg to 1.500 Kg. |
| (iv) | Colour (a) Inner
(b) Outer | : White
: As per supply order |
| (v) | Outer Dimension (range for maximum) | |
| | (a) Width at Bottom | : 240 mm \pm 3 mm |
| | (b) Mouth Opening | : 136 mm \pm 2 mm |
| | (c) Height without lid | : 390 mm \pm 3 mm |
| (vi) | Body Wall Thickness (range for Minimum) | |
| | (a) Any where except bottom (edge) | : 3-4 mm |
| | (b) Bottom Thickness (edge) | : 5-6 mm |
| (vii) | Breaking Load of Body (min) | : 40 kg / cm |
| (viii) | Type of Handles | : Two nos. of sufficiently strong and sturdy handles suitable to the container should be provided for smooth lifting and handling of the container. Handle should be strong enough to lift atleast 20 Kg weight in the container. Also they must be strong enough to withstand a normal amount of torque applied by hand while handling. |

2. LID OF THE CONTAINER

- | | | |
|------------------------------|--------------------------|--|
| (i) | Material of construction | : HDPE Grade Plastic |
| (ii) | Weight | : 300 Grams to 400 Grams. |
| (iii) | Colour | : As per colour of the Body |
| 3. <u>OTHER ITEMS</u> | | : Provide provision of sealing the container and Lid with iron wire seal as well as plastic strip Seal with suitable holes in the lid. |

ESSENTIAL REQUIREMENTS

- (i) Lid must be properly press fitted.
- (ii) Must have effective vent arrangement for releasing excess internal pressure.
- (iii) Must have effective pilfer proof locking and sealing arrangement through seal knobs.
- (iv) Must be integrated with the lid projection and bottom of the container for better stackability.
- (v) Must pass stack load and Drop Impact Tests as per relevant IS/ Code
- (vi) The Name of the Factory viz. `GOAW, Neemuch` as per supply order and the year of manufacture is required to be engraved / embossed on the body of the container.
- (vii) The inner surface of the container at the handles also be as smooth as other portion of inner surface without any dent or hollow portion/projection.
- (viii) The handles of the container should be round in shape for their easy handling.

- (ix) The collar of the LID should have a thickness of 4-5 mm.
- (x) The collar of the container should be of 3-4 mm thickness. There should be two concentric rings (edges) on the outside of bottom of container with about 5-6 mm projection and 15 mm wide- one edge should be on the perimeter and the other should be inside whose diameter should be inner dia of the projected ring on the caps.
- (xi) The inner surface in the bottom of container should be smooth so that washing of container will be easy and better.

QUALITY ASSURANCE PARAMETERS

The parameters or tests and criteria for conformity of the plastic containers of selected at random during supply are given below :-

- Major Criteria
- (i) Brimful capacity of the container
 - (ii) Outer diameter of container (Maximum)
 - (iii) Thickness of the container (Minimum)
 - (iv) Weight of container (Minimum)
 - (v) Mouth Opening (Minimum)
 - (vi) Proper fitting of the lid with the container
 - (vii) Breaking load of the container (Minimum)
 - (viii) Identification of material of construction (Body and Lid)
 - (ix) Stackability
 - (x) Drop impact withstanding capacity
 - (xi) Extraction value with Acetic acid
 - (xii) Effectiveness of vents
 - (xiii) Stability of colour (U.V.)

Test certificates, as per relevant IS codes, w.r.t. technical specification /Quality Assurance Parameters from recognized testing laboratory such as CIPET/IIP (recognized by state/central govt.) must be submitted along with supply.

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ANNEXURE-D

TENDER ACCEPTANCE LETTER

To

The General Manager
Government Opium and
Alkaloid Works, Neemuch
(M.P)

Sir,

Subject: Acceptance of Terms & Conditions of tender for "Supply of 55,000 nos. of
Plastic containers".

Tender Reference No: _____

1. I / We have downloaded / obtained the tender document(s) for the above-mentioned tender from the ~~web site(s) namely~~ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc., which form part of the tender document) and signed on all the pages of the terms & conditions. I / we shall abide by the terms / conditions / clauses contained therein.
3. The corrigendum(s), issued from time to time by your department too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by me/ us/ our firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason thereof, shall summarily reject the Bid, without prejudice to any other rights or remedy.

Yours sincerely

Date:
Address:

Signature:
Name of the Authorised Signatory :
Designation:
Seal/Stamp:

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ANNEXURE-E

**Ministry of Finance, Government Opium
and Alkaloid Works, Neemuch (M.P)**
Instructions for Online Bid Submission

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

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- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BID:-

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for

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submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- iv. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- v. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- vi. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1. Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal helpdesk. The contact number for the helpdesk is 1800 233 7315.

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Annexure- ' F '

Score based evaluation criteria of Technical Bids :

The number of points to be allotted under each of the evaluation criteria is as below:

Criteria	Sub criteria	Weightage	Breakup of weightage	Points obtained
Bidder Capacity (Certificate in this regard should be enclosed)	Manufacturing capabilities (i) Annual capacity more than 30,000 containers. (ii) Annual capacity less than 30,000 containers.	15	15 00	
Turnover (For at least three financial years duly audited or certified by chartered accountant)	(i) More than 20 crores (ii) More than 10cr and less than 20 cr (iii) More than 5 cr. And less than 10 cr (iv) Less than 5 crore.	25	25 10 05 00	
Previous experience in Supplies	(i) Supplies of containers and similar items made to Govt. during last five years. (ii) No such supplies.	10	10 00	
Technical specifications and Quality assurance parameters	(i) Furnish Test certificate confirming each item of technical specification and quality assurance parameters (ii) Non furnishing of test certificate/ non confirming/incomplete test certificates.	50	50 00	
	Total Points	100		

Note:-1. The minimum technical score required to pass is 60 points.

2. Prior experience and Turnover is not required for stratups. Full score will be given to stratups for these two categories.

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ANNEXURE: 'G'
BID SECURITY DECLARATION

Date: _____

Tender No. _____

To

General Manager
Government Opium and Alkaloid Works
Neemuch, Madhya Pradesh

- I/We. The undersigned, declare that:
- I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- I/We accept that I/We may be disqualified from bidding for any contract with you for a period of minimum three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because
- I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed in the capacity of:

Name:

Seal and Sign of authorized signatory:

Dated on _____ day of _____

Corporate Seal (where appropriate)
(Note: In case of a Joint Venture)

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ANNEXURE 'H'

INTEGRITY PACT

To,

GENERAL MANAGER,
GOVERNMENT OPIUM AND ALKALOID WORKS,
NEEMUCH MP

Sub: Submission of Tender for supply of 55000 nos. plastic container of capacity 10 Ltr.

Dear Sir,

I/We acknowledge that GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by GOVERNMENT OPIUM AND ALKALOID WORKS, neemuch. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents . To be signed by the bidder and Government Opium and Alkaloid Works, Neemuch.)

hereinafter referred to as "The Principal".

AND

_____ hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

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

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

Action 1 – Commitments of the Principal.

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

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

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

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

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- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

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

Section 4 : Compensation for Damages

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

Section 5 : Previous Transgression

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

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Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chief Controller of Factories, GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform **Chief Controller of Factories, GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP** and recues himself/herself from the case.

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5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chief Controller of Factories, GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the **Chief Controller of Factories, GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP**, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chief Controller of Factories GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9 : Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by **Chief Controller of Factories of GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP**.

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Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. GOVERNMENT OPIUM AND ALKALOID WORKS, NEEMUCH MP.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 1 :
(Name &Address)

Witness 2 :
(Name &Address)

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ANNEXURE 'I'

SCHEDULE OF REQUIREMENT

NO. OF CONTAINER TO BE SUPPLIED	55,000 Nos.
CAPACITY OF CONTAINER	10 Ltr
Time period of supply	Total quantity must be supplied within 03 months of placing the order.