

**HOOGHLY PRINTING CO. LTD.**  
**(A Govt. of India Enterprise)**  
**41, Chowringhee Road, Kolkata - 700071**  
**Phone No. (033) 2288-3312/3779 Fax No. (033) 2288-2734**  
**E-mail: hooghlyprint@dataone.in**  
**HPCLKOL/18-19/ET-01 Dated 30.06.2018**

Hooghly Printing Co. Ltd. (HPCL) invites online electronic offers from Paper Manufacturers, Dealers, Stockists, C & F Agents, Distributors and Merchants for supply of paper on Rate Contract basis. Offers should be submitted in two parts i.e. i) Techno-commercial Bid and ii) Price Bid.

**SCHEDULE OF TENDER (SOT)**

a. NIT NO.	HPCLKOL/18-19/ET-01 Dated 30.06.2018
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/hpckol">www.mstcecommerce.com/eprochome/hpckol</a> of MSTC Ltd.
C. E-Tender NO	HPCLKOL/18-19/ET-01
d. Date of NIT available to parties to download	04.07.2018
e. Date of Starting of online Pre-bid meeting	N.A
f. Date of Closing of online Pre-bid meeting	N.A
g i) Earnest Money Deposit	Rs.50000/-(Rupees Fifty Thousands Only) in the form of demand draft/pay order favouring "HOOGHLY PRINTING CO. LTD." payable at Kolkata to be submitted with the offer.
ii) Tender Fees	Non-Refundable tender fees of Rs.500/-(Rupees Five Hundred Only) in the form of demand draft/pay order favouring "HOOGHLY PRINTING CO. LTD." payable at Kolkata to be submitted with the offer.
iii) Transaction Fee	Non-Refundable Transaction Fee of Rs. 1180/-(Including GST @18% on Service Charge) at Link under "My Menu" in the tenderer login by online payment or NEFT (refer clause. No. 4 of Annexure -I)
h. Last date of submission of Transaction fee by online payment or NEFT in favour of MSTC Limited, Kolkata.	The last date of closing of E-tender.
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	06.07.2018 at 12.00 Hrs.
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	11.07.2018 at 16.00 Hrs.
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	11.07.2018 at 16.30 Hrs. To be communicated separately.

Important Instructions to Bidders	:- Annexure – I (Page 2 to 4)
Eligibility Criteria & Scope of Work of the Tenderer	:- Annexure -II (Page 5 to 12)
Tender Form with Techno-Commercial Bid	:- Annexure – III (Page 13 to 15)

## Annexure-I

### Important instructions to tenderers

This is an e-procurement event of Hooghly Printing Company Limited (HPCL).The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700020.

You are requested to read the terms & conditions (Annexure- II) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves tenderer's registration with MSTC e-procurement portal which is free of cost. Only after registration, the tenderer(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Tenderer should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprhome/hpckol">www.mstcecommerce.com/eprhome/hpckol</a></p> <p>1).Tenderers are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt. depts → Select HPCL Logo → Register as Tenderer -- Filling up details and creating own user id and password → Submit.</p> <p>2). Tenderers will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact HPCL/MSTC, (before the scheduled time of the e-tender)</p> <p style="text-align: center;"><b>Contact Person (MSTC):</b></p> <p><b>1) Mr. Pritam Biswas</b> Assistant Manager (ERO) Mobile No.: +91-9903248755 Email: <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a></p> <p><b>2) Mr. Mayank Jain</b> Assistant Manager (ERO) Mobile No.: +91-9721277969 Email: <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a></p> <p style="text-align: center;">Phone No.: +91-33-2290 1004 Google hangout ID- (For Text Chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p style="text-align: center;"><b>Contact Person (Hooghly Printing Co. Ltd.):</b></p> <p><b>1) Manager (Purchase)</b> Mr. Pradip Majumder Mobile No.: +91-9831001118</p> <p><b>2) Officer (Purchase)</b> Mr. Sourav Sarkar Mobile No.: +91-9831477628</p> <p style="text-align: center;">Email: <a href="mailto:hooghlyprint@dataone.in">hooghlyprint@dataone.in</a> Phone No. +91-33-2288-3312/3779 Fax No.: +91-33-2288-2734</p>
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## B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

- Other Settings:

Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprhome/hpclko">www.mstcecommerce.com/eprhome/hpclko</a> Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b>Special Note towards Transaction fee:</b></p> <p>The tenderers shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the tenderer login. The tenderers have to select the particular tender from the event dropdown box. The tenderer shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the tenderer shall generate a challan by filling up a form. The tenderer shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the tenderer shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the tenderer shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A tenderer will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b></p> <p>Tenderers are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of tenderer with MSTC. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>a) Tenderer(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful tenderer(s) will be refunded by the tender inviting authority.</li> <li>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>c) The tenderer(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govtdepts. → Login under HPCL → My menu → Auction Floor Manager → live event → Selection of the live event</li> </ol>

- d) The tenderer should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the tenderer will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, tenderer should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then tenderer should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the tenderer can click on the "Final submission" button to register their bid
- f) Tenderers are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the tenderers will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the tenderer. Any bid will be considered as the valid bid offered by that tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any tenderer confirms his acceptance of terms & conditions for the tender.

8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	Tenderers are requested to read the tenderer guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

## Annexure II

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**HPCLKOL/18-19/ET-01 Dated 30.06.2018**

HooghlyPrinting Co. Ltd. (HPCL) invites online electronic offers from Paper Manufacturers, Dealers, Stockists, C & F Agents, Distributors and Merchantsfor supply of paper on Rate Contract basis. Offers should be submitted in two parts i.e. i) Techno-commercial Bid and ii) Price Bid.

Sl No.	Description	Specification	Size	Qty. (approx.)
1.	60 GSM Creamwove Paper	Brightness: Minimum 72%	17" x 27" and /or 22" X 34"and/or 23" X 36" in sheet	83000 Kg
2.	60 GSM Creamwove Paper	Brightness: Minimum 72%	89 cm in Reel	25000 Kg
3.	60 GSM Maplitho Paper	Brightness: Minimum 77%	85 cm in Reel	8000 Kg

**Note:** The above-mentioned quantity may vary upto +/- 30% while placement of formal purchase Order or LOI. The GSM & sizes of the above-mentioned materials are indicative and may vary on placement of the Purchase Order or LOI.

### 1. Eligibility Criteria:

- a) Bidders should have average turnover of Rupees 1 Crore in the last three years. Audited accounts for the last three years have to be uploaded with the techno-commercial Bids.
- b) Bidders should have all statutory registrations such as Trade Licence, GST Registration. (Documentary proof to be uploaded with the techno-commercial Bids)
- c) Test Certificate as regards specification of the above-mentioned materials needs to be uploaded with the techno commercial Bid.

### 2. Scope of Work:

- a) Bidder(s) should be in a position to complete supply within 10 days from the date of placement of Formal Purchase Order(s) orLOI, whichever is earlier.

**3. Rate: Rates quoted should be on per kg basis exclusive of GST and inclusive of charges for delivery (including loading and unloading charges) to HPCL's designated units at Kolkata and/or to any other place(s) in or around Kolkata as advised by HPCL and should remain valid till 31<sup>st</sup>July, 2018. However, GST applicable shall be mentioned separately by the bidder.**

**4. Terms of Payment:** Bidders shall quote their best price on 90 (Ninety) days open credit basis, if not agreed bidders may upload a declaration in their letterhead mentioning terms of payment by which they are agreeable to supply the materials, duly stamped and signed by their authorised signatory. However, paymentagainst proforma invoice and/or part advance or full advance shall not be considered.

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**5. Validity:** The rates quoted should be inclusive of loading & unloading charges, incidental expenses etc. and should remain valid till 31.07.2018.

**6. Submission of Offers:** Bids shall be submitted through electronic online mode only at <http://mstcecommerce.com/eprochome/hpclkol>. Last date for Submission of Offers is **11.07.2018 by 16.00 Hrs.** The offers would be opened on the same day by 16.30 Hrs.

**7. Interest Free Earnest Money Deposit** of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Pay Order favouring "HOOGHLY PRINTING CO. LTD." payable at Kolkata to be submitted which shall be refunded to the unsuccessful bidders. The bidder having dues or outstanding balance from the tender inviting authority, EMD may be adjusted against such dues on the basis of specific request of the bidder in writing in this regard in Part-I for open tender. In compliance with the Govt. Guidelines, MSMED Units may be exempted from furnishing EMD/ BG in lieu of EMD on the basis of specific request along with requisite credentials from such MSMED Unit. EMD may also be remitted through NEFT/RTGS as undermentioned:

**HOOGHLY PRINTING COMPANY LIMITED**  
**NAME OF BANK: UNITED BANK OF INDIA**  
**BANK ADDRESS: 4, N. C. DUTTA SARANI, Kolkata-700001**  
**ACCOUNT NO: 0084250200309**  
**RTGS CODE/IFSC CODE: UTBI0CAL107**  
**MICR CODE: 700027150**

**8. Risk Purchase & Liquidated Damages:** Time is the essence of the Contract. Materials to be delivered as per stipulated schedule in delivery instructions failing which Risk Purchase and/or Company's Standard LD Clause will be applicable without Prejudice Company's right to black list the Bidder.

**9. Dispute Resolution:** Any dispute arising out of these transactions shall be subject to the jurisdiction of competent Court at Kolkata.

**10. Canvassing:** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Law. Such action will result in the rejection of bid, in addition to other punitive measures. In case any attempt is made by vendor(s) to bring influence towards HPCL's decision making process, bid submitted by such bidders are liable to be rejected and shall be disqualified for participation for the period of 3 years in the future tenders conducted by HPCL.

**11. Clarification of Tender Document:** The bidder shall check the each and every page of the tender document against page number given in indexes and, in the event of discovery of any discrepancy or missing page(s) the Bidder shall contact the Officer (Purchase) of the company. Except for any such written clarification by HPCL, which is expressly stated to be an addendum and/or corrigendum to the tender document hosted only at <http://www.mstcecommerce.com/eprochome/hpclkol>, no written or oral communication or presentation or explanation by any other source(s) shall be taken to be part of conditions of tender and shall not bind HPCL or fetter the HPCL under the contract. A Bid is liable to be rejected, summarily if the same is found to deviate from the terms and conditions mentioned in the tender document, addendum and corrigendum, if any.

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**12. Right to Acceptance /Rejection of Bids:** HPCL reserves the right to reject the lowest tender or any other tender or all the tenders and /or to accept any tender either in whole or in part without assigning any reason whatsoever and to cancel the Bidding process at any time prior to award of contract without thereby causing any liability to the affected vendor or vendors or anybody else. The decision of HPCL in this regard shall be final & binding on all the participating vendors. HPCL reserves the right to cancel the Tender or to accept or reject any or all the Offers and/or to divide the quantity ordered between one or more Bidders without assigning any reason whatsoever. HPCL may terminate the contract or cancel the award of contract, if it is found that the Bidder is blacklisted on any previous occasion by any of the Central or State Government/Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings or Enterprises etc. Upon verification, evaluation / assessment, if in case any information furnished by a vendor is found to be false/incorrect, their total Bid shall be summarily rejected and no correspondence on the same, shall be entertained.

**13. Note:** Bidders should comply with and agree to all the techno-commercial terms on submission of their Bids. The aforesaid quantity may vary to the extent of  $\pm 30\%$ . The GSM & sizes of the above-mentioned materials are indicative and may vary on placement of the Purchase Order or LOI. Interested bidders must submit Demand drafts/Pay Orders favouring "HOOGHLY PRINTING CO. LTD." payable at Kolkata in respect of Interest Free Earnest Money Deposit of Rs.50000/- (Fifty Thousand only) and Tender Fees of Rs.500/- (Five Hundred only) along with samples of paper (at least 2 sheets of full scape size) to Manager (Purchase) or Officer (Purchase) at 41, Chowringhee Road, Kolkata-700071 on any working day excluding Saturday between 11.00 Hrs. & 15.00 Hrs. For any further clarifications please contact Officer (Purchase) at the above address on any working day excluding Saturday between 11.00 Hrs. & 15.00 Hrs.

Date: 30.06.2018

For Hooghly Printing Co. Ltd.

Place: Kolkata

Manager (Purchase)

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**HPCLKOL/18-19/ET-01 Dated 30.06.2018**  
**Preference to Make in India, Order 2017**

Note: Pursuant to **Public Procurement (Preference to Make in India), Order 2017** by Government of India Bidders are requested to note the same prior to bidding.

**Subject: Public Procurement (Preference to Make in India), Order 2017**

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now there for the following Order is issued:**

This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

**Definitions:** For the purposes of this Order:

'**Local Content**' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'**Local Supplier**' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.

'**L1**' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'**Margin of purchase preference**' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

'**Nodal Ministry**' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

'**Procuring entity**' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

**Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.



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In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:

Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and soon, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and soon and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

**Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

**Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

**Requirement for specification in advance:** The minimum local content. The margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

**Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

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**Verification of local content:**

The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of Rs.10crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

Nodal Ministries and procuring entities may prescribe fees for such complaints.

False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its success or scan be debarred for up to two years as per Rule151(iii)of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph below.

The department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that: The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner;

On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s)in the such a manner that ongoing procurements are not disrupted.

**Specifications in Tenders and other procurement solicitation:**

Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

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**HPCLKOL/18-19/ET-01 Dated 30.06.2018**

**Preference to Make in India, Order 2017**

Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs above.

If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

For the purpose of sub-paragraph above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

**Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local Competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

**Manufacture under license/technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property. Rights and where there is a technology collaboration agreement transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,

Reduce the minimum local content below the prescribed level;

Reduce the margin of purchase preference below 20%;

Exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convener of the Standing Committee constituted under this Order.

**Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**Standing Committee:** A standing committee is hereby constituted with the following membership:

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Secretary, Department of Industrial Policy and Promotion-Chairman Secretary, Commerce-Member Secretary, Ministry of Electronics and Information Technology-Member Joint Secretary (Public Procurement), Department of Expenditure-Member Joint Secretary (DIPP)-Member-Convener.

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

**Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary as but not less than once in six months. The Committee shall oversee the implementation of this order and issues arising there from and make recommendations to Nodal Ministries and procuring entities. The Standing Committee shall annually assess and periodically monitor compliance with this Order and shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content may require furnishing of details or returns regarding compliance with this Order and related matters may during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures may examine cases covered by paragraph above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization may consider any other issue relating to this Order which may arise.

**Removal of Difficulties:** Ministries/ Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

**Ministries having Existing Policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

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**TENDER FORM**

1. E-TENDER NO. & DATE : **HPCLKOL/18-19/ET-01 Dated 30.06.2018**
2. NAME OF THE BIDDER IN FULL :
3. ADDRESS OF THE BIDDER
  - (a) Registered Office :
  - (b) Head Office :
  - (c) Branches :
  - (d) Nature of Business :
4. TELEPHONE NO./ FAX / E-MAIL :
5. STATUS OF THE ORGANISATION :  
 Proprietorship / Partnership / Ltd. Co./  
 Pvt. Ltd. Co.
6. NAME, FATHER'S NAME & RESIDENTIAL ADDRESS OF PARTNERS / DIRECTORS / PROPRIETOR AS THE CASE MAY BE (Use separate sheet if necessary) :
7. WHETHER MSME or Not:
8. BANK PARTICULARS :
  - (a) Name of the Bank & Branch :
  - (b) Address of the Branch :
  - (c) Telephone No. of the Branch :
  - (c) Account Number :
  - (d) Type of Account :
  - (e) IFSC Code of the Branch :
  - (f) Term loan sanctioned :
  - (g) Bank Guarantee limit :
  - (h) Letter of Credit limit :  
 (Documentary proof to be enclosed in respect of various Bank facilities enjoyed by the Organizations.)

**Note: The Tenderer shall sign on each and every page of this Tender Form under his seal and upload the same with the techno-commercial bid at <http://mstcecommerce.com/eprochome/hpclkol>.**

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9. TRADE LICENCE NO. :  
(Please attach a photo copy)
10. GST REGISTRATION NO. :  
(Please attach a photo copy)
11. I. T. PERMANENT ACCOUNT NO. :  
(Please attach photo copy)
12. EMPLOYEE STATE INSURANCE REGISTRATION NO. :
13. EMPLOYEE PROFIDENT FUND REGISTRATION NO. :
14. WHETHER THE APPLICANT IS ENLISTED :  
WITH ANY PUBLIC SECTOR  
UNDERTAKING. IF SO, THE DETAILS  
ARE TO BE FURNISHED
15. FINANCIAL CAPACITY
- (a) Fixed Capital :
- (b) Working Capital :
- (c) Turnover for last three year :  
(Copy of audited Balance Sheet to be enclosed)
16. PROOF OF MAJOR ORDERS EFFECTED :  
IN PREVIOUS YEARS  
(Documentary proof to be enclosed)
- (a) Name(s) of the Customer(s) :
- (b) Value of the Orders :
- (b) No. of Orders :
18. Whether the applicant is being black listed by :  
Any Central or State Government/Departments/  
Institutions/Public Sector Undertakings/Enterprise  
If so, the details are to be furnished

DD/Pay orders Submitted:

Sl No.	DD/Pay order no.	Date	Bank	Amount(Rs.)	Particulars
1				50000/-	EMD
2				500/-	Cost of Tender Document

Remarks:

**Note: The Tenderer shall sign on each and every page of this Tender Form under his seal and upload the same with the techno-commercial bid at <http://mstcecommerce.com/eprochome/hpclkol>.**

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**Declaration**

I/We hereby certify that the above particulars furnished against the aforesaid tender by me/us are true to the best of my/our knowledge and belief; and in case of misrepresentation of facts, Hooghly Printing Co. Ltd. shall have the right to reject this Tender.

Signature of authorized person with seal

Date:

Place:

**Note: The Tenderer shall sign on each and every page of this Tender Form under his seal and upload the same with the techno-commercial bid at <http://mstcecommerce.com/eprochome/hpclkol>.**