



**हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड HINDUSTAN ORGANIC CHEMICALS LTD**  
**(भारत सरकार का उद्यम A Government of India Enterprise)**  
**अंबलमुगल, कोची AMBALAMUGAL, COCHIN – 682 302**  
**दूरभाष Phone: (0484) 2720911**

**OPEN E- TENDER NOTICE**

HOCL invites Open e Bids under Single bid System for the supply of following item

Sl.No.	Description of item and Tender No.	Qty(Approx)
1	CS SEAMLESS PIPES HOCL tender ref : MAT/PUR/33185B/23/SD49	As per Spec Sheet

Tender documents may be downloaded from [www.hoclindia.com](http://www.hoclindia.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in)

Approved vendors may please get registered with NIC e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>) to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum/extension before submitting the offers.

Thanking you,

Yours faithfully,  
For Hindustan Organic Chemicals Ltd.

**बी बालचन्द्रन B. BALACHANDRAN**  
**महा प्रबन्धक (सामग्री) General Manager (Materials)**  
**हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड**  
**HINDUSTAN ORGANIC CHEMICALS LIMITED**  
**(भारत सरकार का उद्यम A Govt.of India Enterprise)**  
**अंबलमुगल, कोची, केरल Ambalamugal, Kochi, Kerala-682302**  
**Tel:0484-2727346.**

**MAT/PUR/33185B/23/SD49 – TENDER FOR THE SUPPLY OF CS SEAMLESS PIPES**



**HINDUSTAN ORGANIC CHEMICALS LTD**  
**(A Government of India Enterprise)**  
**AMBALAMUGAL, COCHIN – 682 032**  
**Phone: (0484) 2720911, FAX No. (0484) 2720893**

**MAT/PUR/33185B/23/SD49**

**08.02.2024**

**INTEGRITY PACT FORMAT**

**INTEGRITY PACT**

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at 4th Floor, V Times square, Sector-15, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

..... herein after referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for .....CS SEAMLESS PIPES..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources 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.

**Section 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 person is not legally entitledto.
  - b) The Principal will, during the tender process treat all bidders(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

## **MAT/PUR/33185B/23/SD49 – TENDER FOR THE SUPPLY OF CS SEAMLESS PIPES**

through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c) The Principal will exclude from the process all known prejudiced / interested persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code/Prevention of Corruption 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 themselves 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 person 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 of any kind whatsoever during the tender process or during the execution of the contract.
  - b) A 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 cartelisation 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) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document 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.
  - 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.
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 contracts**

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 from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

## **MAT/PUR/33185B/23/SD49 – TENDER FOR THE SUPPLY OF CS SEAMLESS PIPES**

### **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 the 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 3 years with any other company in India conforming to the anti- corruption approach including 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.

### **Section-6- Equal treatment of all Bidders / Contractors / Subcontractors**

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
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 violating Bidder(s)/ Contractor(s) /Subcontractor (s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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. 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. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.

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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 Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
4. 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 meeting.
5. 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.
6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL 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.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL 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**' would include both singular and plural.
10. **Independent External Monitor Details:**
  - i. Name: Rajnisha Kumar Vaish, IAS (Retd.)  
Mob No.: 9013807422  
Address: Plot No.10, Greenwoods Govt. Officers Welfare Society Phase II,  
Sector Omega 1, Pocket P2, Greater Noida,  
Dist. Gautam Budh Nagar, U.P.-201310  
Email ID: [rajnishakumar@gmail.com](mailto:rajnishakumar@gmail.com)
  - ii. Name: Arun Kumar Gupta  
Mob No.:9833880764  
Address: E-68B, Nandanvan CHS.  
Sector 17, Nerul,  
Navi Mumbai, Maharashtra, Pin-400706  
E-mail ID: [guptaarung55@rediffmail.com](mailto:guptaarung55@rediffmail.com)

**MAT/PUR/33185B/23/SD49 – TENDER FOR THE SUPPLY OF CS SEAMLESS PIPES**

**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(s) 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 the Chairman and Managing Director of HOCL.

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Navi Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of the 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.
5. The Bidder / Contractor signing this “Integrity Pact” shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

For & On behalf of the Principal (Office Seal)	For & On behalf of Bidder/Contractor(Office Seal)
Place:	
Date:	
Witness 1  (Name & Address)	Witness 2:  (Name & Address)



हिंदुस्तानऑर्गेनिककेमिकल्सलिमिटेड HINDUSTAN ORGANIC CHEMICALS LTD  
(भारतसरकारकाउद्यम A Government of India Enterprise)  
अंबलमुगल,कोची AMBALAMUGAL, COCHIN – 682 302  
दूरभाष Phone: (0484) 2720911

**MAT/PUR/33185B/23/SD49**

**08.02.2024**

Dear Sirs,

**SUB:- CS SEAMLESS PIPES**

**REF:- TENDER NO.MAT/PUR/33185B/23/SD49 DT. 08.02.2024**

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tender for the supply of bearings as per attached list on annual rate contract basis.

HOCL has entered into an agreement with M/s NIC for e-procurement through their portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Approved vendors may please get registered as a vendor with NIC for participating in this tender.

Tender documents are uploaded in HOCL website [www.hoclindia.com](http://www.hoclindia.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

You may submit your offer on single bid system online before the due date and time specified.

**TENDER CLOSING DATE: 19.02.2024 at 02.00 PM**

**TENDER OPENING DATE: 20.02.2024 at 02.00 PM**

Thanking you,

Yours faithfully,

For Hindustan Organic Chemicals Ltd.

**बी बालचन्द्रन B. BALACHANDRAN**

**महा प्रबन्धक (सामग्री) General Manager (Materials)**

**हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड**

**HINDUSTAN ORGANIC CHEMICALS LIMITED**

**(भारत सरकार का उद्यम A Govt.of India Enterprise)**

**अंबलमुगल, कोची, केरल Ambalamugal, Kochi, Kerala-682302**

**Tel:0484-2727346.**

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**ANNEXURE-I****Instructions for Online Bid Submission**

***(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)***

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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll 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 Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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**

- 1) 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.
- 2) 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.
- 3) 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**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) 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.
- 4) 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.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

**SUBMISSION OF BIDS**

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without

changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) 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.

10) 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 queries 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.



**ANNEXURE II****SPECIFICATION SHEET**

<b>Item Number</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>
1	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH PLAIN ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 1"XSCH80 [25mmXSCH80] A106 GR.B	300	MTR
2	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH PLAIN ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 1 1/2"XSCH80 [40mmXSCH80] A106 GR.B	500	MTR
3	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR B WITH BUTT WELD ENDS TO BE SUPPLIED IN RANDOM LENGTHS OF 5-7 METERS PIPE 3"XSCH 80 (80MMXSCH 80) CS SEAMLESS ASTM A106 GR B	600	MTR
4	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR B WITH BUTT WELD ENDS TO BE SUPPLIED IN RANDOM LENGTHS OF 5-7 METERS PIPE 6"XSCH 40 (150MMXSCH 40) CS SEAMLESS ASTM A106 GR B	150	MTR
5	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR B WITH BUTT WELD ENDS TO BE SUPPLIED IN RANDOM LENGTHS OF 5-7 METERS PIPE 6"XSCH 80 (150MMXSCH 80) CS SEAMLESS ASTM A106 GR B	150	MTR
6	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR B WITH BUTT WELD ENDS TO BE SUPPLIED IN RANDOM LENGTHS OF 5-7 METERS PIPE 10"XSCH 40 (250MMXSCH 40) CS SEAMLESS ASTM A106 GR B	300	MTR
7	CS SEAMLESS PIPE CONFIRMS TO ASTM A 106GR B WITH PLAIN ENDS, TO BE SUPPLIED IN RANDOM LENGTH OF 5-7 METERS- IBR GRADE CS PIPE 1 1/2"XSCH80 [40MM X SCH80] IBR A106	200	MTR
8	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH PLAIN ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 3/4"XSCH80 [20mmXSCH80] A106 GR.B	150	MTR
9	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 3"XSCH40 [80mmXSCH40] A106 GR.B	150	MTR
10	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 16"XSCH40 [400mmXSCH40] A106 GR.B	6	MTR
11	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 14"XSCH40 [350mmXSCH40] A106 GR.B	50	MTR
12	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 2"XSCH40 [50mmXSCH40] A106 GR.B	150	MTR
13	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 12"XSCH40 [300mmXSCH40] A106 GR.B	50	MTR
14	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 4"XSCH80 [100mmXSCH80] A106 GR.B	100	MTR

Item Number	Item Description	Qty	Unit
15	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 2"XSCH80 [50mmXSCH80] A106 GR.B	100	MTR
16	CS SEAMLESS PIPE CONFIRMS TO ASTM A106 GR.B WITH BUTT WELD ENDS TO B16.9 TO BE SUPPLIED IN RANDOM LENGTH OF 5-7M CS PIPE 8"XSCH40 [200mmXSCH40] A106 GR.B	50	MTR
17	CS SEAMLESS PIPE CONFIRMS TO ASTM A 106GR B WITH PLAIN ENDS, TO BE SUPPLIED IN RANDOM LENGTH OF 5-7 METERS- IBR GRADE CS PIPE 1/2"XSCH80 [15MM X SCH80] IBR A106	100	MTR
18	CS SEAMLESS PIPE CONFIRMS TO ASTM A 106GR B WITH PLAIN ENDS, TO BE SUPPLIED IN RANDOM LENGTH OF 5-7 METERS CS PIPE 1/2"XSCH80 [15MM X SCH80]	100	MTR

**NOTE:**

- QUOTATIONS WITH READY STOCK MATERIAL SHALL ONLY BE CONSIDERED.
- ALL CERTIFICATES AS PER QAP INCLUDING MATERIAL TEST CERTIFICATES FROM NABL / GOVT. APPROVED LABS / WELL KNOWN MANUFACTURERS AND IIIRD PARTY INSPECTION CERTIFICATES SHOULD BE PROVIDED ALONG WITH SUPPLY.
- IBR CERTIFICATE IN ORIGINAL FOR ITEM NO. 7 & 17 SHOULD BE PROVIDED ALONG WITH THE SUPPLY.
- **THIS ITEM IS REQUIRED FOR ANNUAL SHUTDOWN WORKS. HENCE THE SUPPLIER SHOULD STRICTLY ADHERE TO THE DELIVERY PERIOD.**
- DETAILED TECHNICAL SPECIFICATION OR CATALOGUE OF OFFERED PRODUCT SHOULD BE SUBMITTED ALONG WITH TECHNICAL BID
- THIRD PARTY INSPECTION : PLEASE NOTE THAT 100% THIRD PARTY INSPECTION WILL BE APPLICABLE IN THIS PROCUREMENT. YOU SHALL INTIMATE US WHEN THE ITEMS ARE READY. WE WILL ARRANGE FOR THIRD PARTY INSPECTION OF MATERIALS THROUGH OUR APPROVED TPI AGENCIES.

MATERIALS WILL HAVE TO BE INSPECTED AT THE VENDOR'S WORKS PRIOR TO DESPATCH AND SHALL BE DESPATCHED ONLY AFTER THE INSPECTION & APPROVAL BY THE TPI.THE INSPECTION WITNESSING CHARGES TO THE THIRD PARTY SHALL BE BORNE BY HOCL AS PER HOCL'S AGREEMENT WITH THE THIRD PARTY. HOWEVER WHATEVER COST INCURRING FOR INSPECTION OF MATERIAL (LIKE NDT ETC.) SHOULD BE BORNE BY THE SUPPLIER. HENCE AS PER THE GEM TENDER TERMS THE RATE QUOTED SHALL BE ALL INCLUSIVE

QAP IS ATTACHED

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

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

- a) Vendor should have sufficient technical and commercial capability to supply the materials as per HOCL requirements
- b) Vendor must have executed orders of 1.26 Crores for similar items in the last three financial years
- c) Vendor should have executed at least one order of 31.51 Lakhs for the similar items in the last three financial years.
- d) Vendor should submit Balance sheet of last 3 financial Years.
- e) Vendor should have upload work order copies of Minimum 3 Nos of Reputed Customers preferably PSUs/Govt.Organisations for similar items
- f) Repeat works order copies or satisfactory performance certificates issued by reputed organizations preferably PSUs for similar items
- g) Client list

Vendor should provide documentary evidences for all the above along with the Technical Bid. HOCL registered vendors are exempted from furnishing above document as in point nos a to g. MSME vendors as well as starts ups are eligible for relaxation on condition of prior turn over and prior experience subject to meeting of quality and technical specifications

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

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

1. HOCL has entered into an Agreement with NIC for e procurement through their portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Quotations shall be submitted online on or before the due date and time of closing the tender.
2. Bids shall be opened electronically on specified date and time given in NIT.
3. BOQ: Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable .If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder).No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
4. QUANTITY: Quantity given in the tender is based an estimate on maintenance work and actual quantity on order may vary slightly on either side. HOCL 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.
5. **Quotations with Ready stock material shall only be considered.**
6. **The price bids shall be evaluated on item wise basis and for each item tender shall be awarded to the individual L1 party.**
7. **Certificates mentioned in the specification sheet (Annexure II) should be provided along with the supply.**
8. **EARNEST MONEY DEPOSIT (EMD)**: Parties has to submit Bid Security Declaration format duly filled along with Tender.

Bidders registered with HOCL / Bidders who have already supplied the material to HOCL, PSUs and Vendors registered with MSME need not submit EMD, but have to submit valid documentary proof like MSE certificate etc along with the Techno-commercial bid. Only MSME Manufactures (CS Seamless Pipes) are exempted from the submission of EMD. Dealers / Traders are not exempted from the EMD Submission.

**EARNEST MONEY DEPOSIT - NOT APPLICABLE TO MSME / PSUs**

Quotation shall accompany an EMD of **Rs.31,520/-** shall be paid by RTGS/ NEFT/Bank Guarantee from any of the Nationalized / Scheduled Banks.

Bank Details                    - Central Bank of India, Thripunithura  
    - A/c No. 3580607136  
    - IFSC - CBIN0284515

9. Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected. EMD of the tenderer will be forfeited, if the tenderer withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.
10. **Splitting Clause:** Since the tendered items require a timely delivery the order can be split between two / three vendors in the ratio of 70:30 or 50:30:20 as decided by HOCL after the bid opening . The L-1 bidder must be given a share of 70% or 50% of the tendered quantity. The L-2 bidder may be given the balance 30% or 20% & L3 must be given 20% of the tendered quantity on matching the L-1 rate. In case L-2 bidder does not agree to match the L1 rate, the next lowest bidder will be considered for supply if he matches the L-1 rate and so on. If no other bidder matches the L-1 rate, the full tender quantity will be placed on the L-1 bidder. The above pattern of splitting must be mentioned in the tender documents. In case of splitting between three vendors if only one vendor agrees for matching L-1 rate the quantity will split in the ratio 60:40.

In case two or more parties quotes the same rate HOCL can decide the way of splitting considering the past experience with HOCL or any other relevant criteria as decided by HOCL at that time. In any other scenario HOCL can decide the splitting ratio for placement of order.

**Even if the splitting clause is mentioned in the tender document, HOCL can take decision on placement of order with or without splitting.**

11. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the goods in compliance with the same."
12. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
13. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
14. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
15. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
16. Specification of the Product: Specifications offered product shall be uploaded along with Bid.
17. Payment terms shall be: **Within 30 days from the date of receipt and acceptance of material at our site HOCL, Ambalamugal**
18. Delivery period must be clearly mentioned in your offer in the absence of which offer will be treated as on "Ex-stock basis". In case of delayed delivery a penalty of ½% of the price of the goods on arrears per week subject to a maximum of 5% will be levied.



19. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
20. Bids shall be submitted online. Tenders submitted other than through online procedure specified will not be accepted. Tenders should be free from overwriting or erasing. Corrections and additions, if any must be attested.
21. The NIT should contain the preferable delivery term as FOR Destination {to be delivered at HoCL}. In case bidders are offering material on Ex-works basis, financial loading may be considered on the basis of distance, as per following indicative rates (or any parameter to be defined in NIT):
  - i. upto 200 Km -1% of ex-works other than local purchase.
  - ii. 200-500 Km-2% of ex-works
  - iii. 500-1000 Km -3% of ex-works.
  - iv. 1000-1500 Km-4% of ex-works
  - v. More than 1500 Km -5% of ex-worksIn case the firm quotes the exact amount of freight & P&F Charges, the same will be added in place of above percentage amount
22. The rate should always be indicated for the unit mentioned in the tender.
23. Prices shall be considered to be firm once the order is placed. If supply is not effected in time, risk purchase shall be carried out at the cost of the tenderer. Tenderer is also liable to be blacklisted in case of default.
24. Tenderer should agree for inspection of material at their site, if desired by HOCL. The inspection may be carried out by the representative of HOCL or by a third party or jointly.
25. The Tenderer must specify their GSTIN No& HSN code of material offered in the BID
- 26. The successful tenderer shall deposit an amount equivalent to 5% of the value of order as security deposit within 21 days of the order towards satisfactory execution of the order. No interest will be paid on this amount by HOCL. If the bidders fails to submit the SD as per the tender terms the EMD shall be forfeited.**
27. Supplier must extend the benefits to HOCL if there is any subsequent fall in price or if the same materials are offered to any other customer at lower price.
28. HOCL reserves the right to split the order between two or more suppliers and or reject any or all tenders without assigning any reason.
29. Transit Insurance will be arranged by HOCL.
30. Delivery will be as per delivery schedule given by HOCL.
31. Manufacturers test certificate in original or attested, guarantee certificates in original, drawings in original etc. as applicable shall be provided along with the supply.
32. Tenderer may attach necessary catalogues/drawings/detailed specifications of the items wherever required. Also clearly specify the make/model of the item offered.
33. Purchase preferences, EMD/SD Exemption etc for PSUs/SSI units etc will be applicable as per GOI directives from time to time. For this, the tenderer should claim their eligibility along with the supporting documents in their offer itself.
- 34. Quotations meeting our delivery terms, if any specified, will only be considered.**

- 35. If the tenderer is deviating from any of the above terms mentioned, your offer is liable to be rejected.
- 36. Material is required urgently. hence vendors may please quote their minimum delivery period
- 37. **RIGHT TO REJECT A BID:** HOCL reserves the right to reject any bid due to reasons such as (a) Vendor not following above bidding procedures (b) Vendor not being technically acceptable to HOCL (c) Non submission of EMD payment details with the techno commercial bid or EMD paid being lesser than the stipulated amount (d) Vendor not agreeing with the general conditions of the tender. (e) Not enclosing any particular documents asked for (f) Vendor currently not having BIS certification for barrels (g) Any other valid reasons.
- 38. Risk Purchase: The delivery period is the essence of a contract. If the supplier fails to deliver the material within the period fixed for such delivery, the purchaser is entitled to cancel the contract and to purchase the material not so delivered at the risk and cost of the defaulting supplier.
- 39. DISPUTES: In the event of a contract being executed, all cases of disputes between seller and buyer shall be settled through arbitration as per Indian arbitration and Conciliation act 1996 or any amendments from time to time. The decision of the arbitration shall be final and binding on both the parties.
- 40. JURISDICTION: All questions, disputes or differences arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala, India only.
- 41. **INTEGRITY PACT** : Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender. This document is essential and binding. In case a bidder does not sign & submit the Integrity Pact along with bid documents, his bid shall be liable for rejection.
- 42. PRICE: The price quoted shall be for delivery at our factory at Ambalamugal, Ernakulam District, Kerala state. The price quoted by the vendor shall remain firm during the period of contract.
- 43. Restriction on procurement from Bidder who shares the land border with India
  - a) Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020 ) Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.
  - b) All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure V-E along with the bid

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<b><u>ANNEXURE V-A</u></b>		
<b><u>COMMERCIAL TERM FORMAT</u></b>		
(Please fill up the details mentioned below in your letter head and upload along with your bid)		
<b>FOR OFFERS THROUGH GEM PORTAL (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)</b>	<b>PAYMENT TERM IS WITHIN 10 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE</b>	
	<b>RATE QUOTED SHOULD BE INCLUSIVE OF GST AND FREIGHT CHARGES TO DELIVER THE MATERIAL AT SITE</b>	
SI.No	DETAILS REQUIRED	
1	<b>Name and Address of Organization</b>	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	Validity of offer	
8	Delivery period	
9	Certificates provided along with supply	Yes/No
10	Deviation in specification ,if any	
I/We here by confirm that, I/We have not been blacklisted in the past by any Public Sector Undertakings/ Government organizations.		
<b><u>Signature and Stamp</u></b>		

**अनुबंध ANNEXURE V - B**

(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

Name of Bidder: .....		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put ✓ in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> Micro <input type="checkbox"/> Medium <input type="checkbox"/> Small <input type="checkbox"/> No
2-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012. <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number ..... <input type="checkbox"/> Not Applicable
3-ii	Submitted valid document against clause no 3i	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4ii	Whether the proprietor of "MSME" enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4iii	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	<b>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</b> It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE:SIGN AND STAMP OF BIDDER		

अनुबंध ANNEXURE V C

**COMMERCIAL TERM FORMAT-C**

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO \_\_\_\_\_

(KINDLY FILL AND SUBMIT ALONG WITH COMMERCIAL/TECHNICAL BID)

NAME OF BIDDER: .....

Sr.No.	COMMERCIAL CLAUSES	BIDDER CONFIRMATION (PLEASE PUT ✓)
1	Please mention whether you are a Class-I/Class II Local supplier.(Please see the definition given below)	Class I
		Class II
2	Specify the percentage (%) of local content.	_____ %
3	Details of location at which the local value addition is made.	
4	Mention whether the product offered is manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and there is a technology collaboration agreement / Transfer of technology agreement	Yes / No

**SELF DECLARATION OF LOCAL CONTENT**

We hereby declare that the percentage (%) of local content specified against mentioned against Sr.No.2 is \_\_\_\_\_%. We also understand that submitting False self-declarations and auditors will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to Two Years as per the Rule 151 (iii) of the General. Financial Rules along with such other actions as may be permissible under Law.

**Definitions**

Local Content: - The amount of value added in India(Total value of item procured minus the value of imported content in the item(including all customs duties) as a proportion of total value, in percentage.

Class I Local Supplier: - Supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%.

Class II Local Supplier: - Supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50 %.

Purchase Preference: -Will be as per the applicable Government order.

DATE

SIGNATURE AND STAMP

Annexure-V -D

**BID SECURITY DECLARATION**

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO \_\_\_\_\_

I/We.....hereby declare that:

- 1. I will not revoke the tender within the stipulated period/ validity period OR increase the quoted rates.
- 2. I will commence the work on receipt of Purchase Order.
- 3. I will not withdraw or amend the tender or impair or derogate from the tender in any respect within the period of validity of the tender.
- 4. I will furnish the required performance security within the specified period.

**NAME AND ADDRESS OF THE BIDDER**

**PLACE:**

**DATE:**

**SIGNATURE AND STAMP OF THE BIDDER**

REF : TENDER/RFQ No.: MAT/PUR/33185B/23/SD49 dtd.08.02.2024

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

Date:

**TO WHOMSOEVER IT MAY CONCERNS**

"I have read The clause titled restrictions on procurement from a bidder of a country which shares a land border with India.

I certify that M/s.....(Name Bidder) is not from such a country

Or .

I hereby certify that M/s.....(name of Bidder) is from a country which shares land border with India and fulfills all requirements in this regard and is eligible to be considered. Enclosed herewith Valid Registration Certificate

Or

I hereby certify that M/s..... (Name of Bidder) is from such a country which shares land border with India , however the said requirement of registration will not be applicable to bidders as Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Enclosed herewith documentary evidence in this regards

We confirm that if it is established that we have provided any false information in pursuance to above clause, while competing for this contract then our Bid shall be rejected.

We further confirms that, if it is established that we have not complied with terms of aforesaid clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per tender provision and shall be dealt accordingly

Name of the Bidder

Stamp & Signature of the Bidder

**अनुबंध ANNEXURE VI****INTEGRITY PACT FORMAT**

## INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at 4th Floor, V Times square, Sector-15, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

..... herein after referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for .....CS SEAMLESS PIPES..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources 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.

**Section 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 person is not legally entitled to.
  - b) The Principal will, during the tender process treat all bidders(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 tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced / interested persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code/Prevention of Corruption 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 themselves 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 person 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 of any kind whatsoever during the tender process or during the execution of the contract.
  - b) A 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 cartelisation 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) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document 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.
  - 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.
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 contracts**

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 from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders/ 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 the 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 3 years with any other company in India conforming to the anti- corruption approach including 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.

**Section-6- Equal treatment of all Bidders / Contractors / Subcontractors**

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
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 violating Bidder(s)/ Contractor(s) /Subcontractor (s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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. 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. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
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 Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
4. 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 meeting.

5. 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.
6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL 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.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL 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**' would include both singular and plural.
10. **Independent External Monitor Details:**
  - i. Name: Rajnisha Kumar Vaish, IAS (Retd.)  
Mob No.: 9013807422  
Address: Plot No.10, Greenwoods Govt. Officers Welfare Society Phase II,  
Sector Omega 1, Pocket P2, Greater Noida,  
Dist. Gautam Budh Nagar, U.P.-201310  
Email ID: [rajnishakumar@gmail.com](mailto:rajnishakumar@gmail.com)
  - ii. Name: Arun Kumar Gupta  
Mob No.:9833880764  
Address: E-68B, Nandanvan CHS.  
Sector 17, Nerul,  
Navi Mumbai, Maharashtra, Pin-400706  
E-mail ID: [guptaarung55@rediffmail.com](mailto:guptaarung55@rediffmail.com)

#### **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(s) 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 the Chairman and Managing Director of HOCL.

#### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Navi Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of the 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.
  
5. The Bidder / Contractor signing this “Integrity Pact” shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

For & On behalf of the Principal (Office Seal)	For & On behalf of Bidder/Contractor(Office Seal)
Place:	
Date:	
Witness 1  (Name & Address)	Witness 2:  (Name & Address)

## Annexure-VII

**CHECKLIST**

The bidder should submit the following certificates / documents along with the technical bid. **HOCL reserves the right to reject the technical bids without the following documents:**

1. Eligibility criteria supporting documents as per Annexure III
2. Duly filled, signed and sealed copies of Annexure IV (GTC), Annexure V A, B & C (Commercial terms).
3. **EARNEST MONEY DEPOSIT (EMD) as per Annexure IV**
4. **Integrity Pact – Duly filled, signed and sealed – Annexure VI**
5. Duly filled Duly filled, signed and sealed copies of Annexure V-D – Bid Security Declaration
6. Duly filled, signed and sealed copies of Annexure V-E - compliance to clause w.r.t manadatory registration of vendors from countries sharing land border with india,with DPIIT
7. Technical Specification sheets duly signed and sealed (Annexure II)
8. Detailed technical specifications / Catalog & data sheets of the quoted product
9. OEM / Authorization Certificates
10. Deviation statement, if any

**PLEASE NOTE THAT THE BIDDERS HAS TO ENSURE THAT THEY HAVE SUBMITTED ALL THE ABOVE DOCUMENTS FAILING WHICH THEIR QUOTATION SHALL BE REJECTED WITHOUT ANY FURTHER CLARIFICATIONS**

Stamp & Signature of the Bidder

Name of the Bidder



**HINDUSTAN ORGANIC CHEMICALS LIMITED  
AMBALAMUGAL**

**QUALITY ASSURANCE PLAN (QAP)**

P.O. No. :				QAP No. HOC/QAP/PIPES		P = Perform by		1. Third Party Inspection				
Description :		<b>PIPES</b>		Revision :		W= Witness by		2. Supplier				
Inspection by :				Date :		R= Review by		3. HOCL				
						IR - Inspection Records						
Sl.No.	Components & Operation	Characteristics	Classification	Type of Check	Quantum of Check	Reference Documents / Acceptance Norms	Format of Records	Agency			Remarks	
								P	W	R		
<b>1.0 RAW MATERIAL INSPECTION</b>												
1.1	Raw Material Identification	1	Chemical & Physical Properties	Major	Measurement / Review	100% Review	Relevant ASTM Specification	MTC	2	-	-	
1.2	Heat Treatment	2	Process / Charts	Major	Review	100% Review	Relevant ASTM Specification	Relevant ASTM Specification	2	-	-	
<b>2.0 IN PROCESS INSPECTION</b>												
2.1	Pipes	1	Dimension Check	Major	Visual & Measurement	100% Review	Relevant ASTM Specification	IR	2	2	-	
<b>3.0 FINAL INSPECTION (TPI)</b>												
3.1	Finished Pipes	1	Chemical & Mechanical Properties	Critical	Review Test Certificates	100%	As per relevant ASTM Standards	MTC	2	-	1	
3.2	Dimension	2	Dimensional Check	Critical	Dimension Measurement	100%	Relevant ASTM/ASME Specification	I.R.	2	1	-	
3.3	Ultrasonic Thickness Gauging	3	Thickness Check	Critical	Thickness Measurement	100%	As per applicable ASTM Standards	I.R.	2	1	-	
3.4	Hydrostatic Test	4	Hydrostatic Pressure Testing	Critical	Measurement	100%	As per applicable ASTM Standards	I.R.	2	1	-	10% Witness by TPI
3.5	Marking & Stamping	5	Identification	Visual	Critical	100%	As per applicable ASTM Standards /MSS-SP-25	I.R.	2	-	1	



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Description :		Revision :		W= Witness by		2. Supplier					
Inspection by :		Date :		R= Review by		3. HOCL					
				IR - Inspection Records							
Sl.No.	Components & Operation	Characteristics	Classification	Type of Check	Quantum of Check	Reference Documents / Acceptance Norms	Format of Records	Agency			Remarks
								P	W	R	
3.6	Final Clearance (Insp.) & Despatch	6 Verification of documents and issue of inspection clearance note	Critical	Verification	100%	P.O., PR	MTC / IRN TPI	1, 2	-	1, 3	

**Signature & Stamp of the tenderer**