



This tender floated in NIC - CPP Portal is with Tender ID: 2024_HOCL_826309_1 dt. 16/09/2024 and GeM Portal with GeM Bid No. GEM/2024/B/5404989 dt. 16/09/2024 . The due date for submission is 07/10/2024 at 02:00 PM.

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ANNEXURE -II

GENERAL INFORMATION TO BIDDERS

1. INTRODUCTION

Hindustan Organic Chemicals Limited Kochi Unit (HOCL), a Govt. of India Enterprises under the Department of Fertilizers and Chemicals. HOCL Kochi Unit is situated 18 Kms east of Kochi City, Kerala and well connected with Sea Port/Air Port/National Highway and just opposite to BPCL-Kochi Refineries. HOCL Kochi Unit is manufacturing Phenol, Acetone and Hydrogen Peroxide.

As a part of process optimization HOCL is planning to revamp of cooling tower in all 3 cells which includes study of existing cooling tower, design, supply & erection of all internals for three cells and performance test of cooling tower after complete revamp. Scope of work include supply of all internals, Supply of manpower, erection / installation of scaffolding, inspection, dismantling & erection of all new cell elements, assembly, repair work if any (excluding civil) and disposal of scrap material.

HOCL invites e-Bids under single stage two bid system for "**REVAMPING OF COOLING TOWER CELLS IN PHENOL PLANT**", from eligible bidders with sound technical and commercial capabilities meeting the Bidder Qualification Criteria.

2. BRIEF SCOPE OF WORK/SUPPLY

Party shall visit HOCL site for assessing the existing performance of cooling tower and re-design to improve the performance of existing cooling tower if required. Party should understand the job, to see the design of cells / site condition and get confirm regarding the sizes of the different components to be replaced before quoting for the said job. The few available drawings of cooling tower are attached.

Party to note that the work is carried out in two/three phases. In the first phase on priority basis you should complete the entire work of cell no.3 within 5 days after getting clearance to start the work. In the first phase out of three cells, two cells will be in running condition and one by one cell will be isolated for job. Job of isolated cell shall be carried out while other two cells in running condition. The remaining two cell work will be carried out in the second phase during 2026 shutdown or at the available opportunity during short shutdown. In the second phase all the cells are to be isolated condition and work should be completed within 10 days (i.e. 5 days for each cell.) only if the work is take up in main shutdown, otherwise it will single cell basis.

The existing fan and its drive mechanism, cooling water piping and distribution system to plant, pump and pumping station is excluded from the contract. However, the contractor has to study the same and design the internals to meet the required performance of cooling tower. HOCL intend to use the said system and no change / alteration permitted except the blade angle. However, any modification in the distribution system in top of cooling tower duct is permitted and the same has to be done by the contractor. However when the blade angle in changed the power taken by the fan shall no be increased considerably. Existing amps need to be maintained. The blade angle normally kept by HOCL is 14.5 Degree.

The fan mounting structure need to be FRP coated and the platform to gear box area need to be changed with FRP grills. Any structure of existing system with FRP coated structure has to be done by the contractor.

For complete details, refer bid document.

3. PERIOD OF CONTRACT

Period of contract shall be **2 YEARS** from the date of issue of work order.



4. TIME OF COMPLETION

Time of completion shall be within **5 days for each cell** from the date of intimation to start the work.

3rd cell has to be completed within 5 days during the short shutdown planned in the October 2024 or in the next available opportunity as per the instruction of HOCL.

Cell no 1 & 2 will be released one by one during the short shutdowns before the next planned turnaround in June 2026. If the same could not be done due to lack of clearance from HOCL, work of cell 1 & 2 should be completed during the turnaround planned in June 2026 (But the same is a tentative date and it may change as per the condition of HOCL at that time)

Party should mobilize the material within 20 days after getting clearance to start the work and party should mobilize team well in advance to complete preparatory works to complete the work within the time frame.

5. SALIENT DETAILS:

A	Bidding Document No.	UTY 30162
B	Bidding Document availability on Website	The Detailed Tender along with Qualification Criteria and Bidding Document can be viewed/ downloaded from Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app & https://mkp.gem.gov.in/market A link is also available on HOCL website www.hoclkochi.com All amendments, time extension, clarifications, etc. will be uploaded in the web sites only and will not be published in News papers. Bidders should regularly visit website to keep themselves updated.
C	Pre-Bid Conference	24/09/2024
D	Last date of Receipt of Bidder's Queries for Pre-Bid Conference	23/09/2024 - 02.00 PM
E	Last Date and time of submission of Bids (Bid Due Date)	07/10/2024 - 02.00 PM
F	Opening of Un-priced Bids	08/10/2024 - 02.00 PM
G	Opening of Priced Bids	To be intimated later, to the techno-commercial acceptable bidders.
H	e-Bid submission through e- tendering	Bidders are required to upload their e-Bid only on Government e-procurement Portal https://eprocure.gov.in/eprocure/app . & GeM Portal - https://mkp.gem.gov.in/market) E-bids uploaded in Government e-procurement portal and GeM Portal are only acceptable. Physical bids and bid submitted through any other mode shall not be acceptable.
I	Cost of Bidding Document	Not Applicable.
J	Bid Security/EMD Amount	EARNEST MONEY DEPOSIT - ₹2,96,000/- (Not applicable to MSME/SSI units/PSUs. EMD is not applicable in GeM Portal those who are having current financial turnover 500 Crores or above)

(#) If any of the dates identified above happen to be a declared/closed holiday, the next working day shall be considered. HOCL office working hours is 09:30 Hrs (IST) to 17:00 Hrs (IST) from Monday to Friday.

The Bidding Document is non-transferrable. Bidder shall download the Bidding Document in their own name and submit bid directly through NIC Portal & GeM Portal.



ANNEXURE -III

GENERAL TERMS AND CONDITIONS OF THE TENDER

1. QUOTATIONS

Tenders should be free from CORRECTION AND ERASURES, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.

2. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY :

EARNEST MONEY DEPOSIT - ₹2,96,000/- (Not applicable to MSME/SSI units/PSUs. EMD is not applicable in GeM Portal those who are having current financial turnover 500 Crores or above)

Bids must be accompanied with the Earnest Money Deposit (EMD) as mentioned above. EMD shall be submitted in the form of crossed Demand Draft or Bank Transfer in favour of "Hindustan Organic Chemicals." payable at Kochi. Earnest Money Deposit (EMD) shall be valid for a period of 90 days from the final due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank.

Quotation shall accompany an EMD of ₹2,96,000/- shall be paid thro' NEFT/RTGS/ Bank Guarantee

Bank Details - State Bank of India
 - A/c No. 37881840330
 - IFSC - SBIN0013551
Branch Name - Belapur, Mumbai

Swift message/ Cheque/ Cash in lieu of EMD shall not be acceptable.

Bidder must upload the scanned copy of EMD (in the prescribed format) on e- Tendering website along with the e-bid. Original EMD shall be submitted in a sealed envelope titled "Earnest Money Deposit for Bidding Document No.UTY 30162". Envelope shall be addressed to details given below:

Mangesh V Shahasane
General Manager (Mechanical/Utilities)
Hindustan Organic Chemicals Limited
Ambalamugal, Ernakulam, Kerala - 682 309

In case bidder fails to upload scanned copy of EMD on e-tendering website by the bid due date & time, such bid shall not be considered for evaluation. If the Bidder is unable to submit original EMD within the due date and time for Bid submission, he may submit the same within 7 calendar days from the date of un-priced bid opening, provided copy of the same have been uploaded on E- Tendering website. In case the Bidder fails to submit the EMD in original within 7 calendar days, his bid shall be rejected, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD was uploaded earlier by the Bidder.

EMD exemption will be applicable for Micro and Small Enterprises (MSMEs) registered with District Industries Centres (DIC) or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or MSMEs who are having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises. On opening the un-priced bid, the certificate will be verified for registration and validity. The certificate shall be valid as



on date of opening of un-priced bid. If the bidder meets this requirement, their bid will be processed further. If not, the bidder will be asked to submit EMD. In case the bidder does not submit the EMD within 7 calendar days, then their bid shall be rejected.

Documents to be submitted by MSMEs along with un-priced bid

- a. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or MSMEs who are having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- b. The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) where audited accounts are not mandatory as per law or duly notarized by any Notary Public in the bidder's country.
- c. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible.

Details of beneficiary for issuance of bank guarantees

Client Name & Address : Hindustan Organic Chemicals Limited
Account Name : Hindustan Organic Chemicals Limited
Bank Name : State Bank of India
Account Number : 37881840330
IFSC Code : SBIN0013551
Branch Name & Address : Belapur, Mumbai

3. PRE-QUALIFICATION CRITERIA (to be included in the Technical Bid)

The Tenderers shall submit the following in the Technical bid (Un-priced Bid) without which the tender will be rejected.

- a) Scope of Work, General Terms and Conditions (Annexure I to X & Annexure A to AC) (complete **set of Tender Documents**) to be signed and stamped on all pages, scanned and uploaded.
- b) GCC duly filled in the relevant portions, signed and stamped all the pages by the tenderer (The tenderers have to download the GCC
- c) Information regarding tenderer
- d) Details of work of similar type and magnitude carried out by the tenderer
- e) In the case of MSME, necessary certificate (self attested) shall be submitted in the Technical Bid.
- f) Organogram of the bidder.
- g) Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (Deviation Statement).
- h) A tentative programme for the execution and completion of work within the time specified.



- i) Proven Track Record.
- j) GSTN registration
- k) Proforma of Declaration of Black Listing/ Holiday Listing (Annexure D) - duly filled, signed and stamped, scanned and uploaded.
- l) Bidder Information (Annexure - E) - put ✓ mark in front of your confirmation, signed and stamped, scanned and uploaded.
- m) Self-Declaration of Local Content (Annexure F) - duly filled, signed and stamped, scanned and uploaded.
- n) Bid Security Declaration (Annexure H) - duly filled, signed and stamped, scanned and uploaded.
- o) Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dt. 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (Annexure R) - duly filled, signed and stamped, scanned and uploaded.
- p) Instructions to the contractors for use of vehicles (Annexure - S) - duly signed and stamped, scanned and uploaded.
- q) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **₹44.40 Lakhs**. (Details of annual financial turnover to be submitted with Documentary proof).
- r) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - Three similar completed works costing not less than the amount equal to **₹59.20 Lakhs**.
 - OR
 - Two similar completed works costing not less than the amount equal to **₹74.00 Lakhs**.
 - OR
 - One similar completed works costing not less than the amount equal to **₹118.00 Lakhs**.
- s) Details of current commitments with copies of Work Orders to be submitted along with Technical Bid.
- t) The parties who have been blacklisted / put in holiday list or parties in respect of whom action has been initiated for Blacklisting / Holiday listing by HOCL/any government / Quasi government agencies or any PSUs shall not be considered for award of job. The tenderer should give a written declaration regarding the same.
- u) In addition to Clause No.3.7 of our GCC, the tenderer who do not meet the basic requirements (technical / commercial) as per the tender enquiry document and any other important condition having significant bearing on the cost / utility / performance of the required goods, services etc. will be treated as unresponsive and the tender will be liable to rejection.

4. BIDDER'S QUALIFICATION CRITERIA (BQC)

Bidder shall fulfill the following Bidder's Qualification Criteria:

4.1. Technical Criteria

- **Work experience:** Bidder shall have executed at least three job in repairing/revamping of cooling tower including supply of material during last 07(seven) years in fertilizers / power/ steel / petrochemical / refineries only.



- Bidder shall submit their last 3 Work Order copy /copies of executed repairing/revamping of cooling tower job including supply of material along with completion certificate including performance test certification from end user as documentary proof. If completion certificate is not available, bidder to submit payment advance slip against submitted Work Order or certified invoice from end user against submitted Work Order or bank statement indicating the amount deposited from end user against submitted certified invoice.
- Performance test certificate issued by a reputed company in their letter head issued to the contractor for the last 3 jobs done in similar magnitude.

Note: The **Seven (7) year** time period mentioned above shall be reckoned from the bid due date.

4.2 Financial Criteria

Annual Turnover:

The average Annual Turnover of the bidder in last 3 (three) financial years and complete audited financial statement / annual report preceding the current financial year should be submitted along with technical bid.

5. DOCUMENTS & DATA REQUIRED WITH BID

5.1 For Technical Criteria

Bidder shall submit the following documents in the un-priced technical bid to establish that the bidder meets the Qualification requirements as per **Clause No. 4.1** above of this document:

- a. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- b. Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- c. List of customers to whom same or similar work has been done along with performance certificates to be enclosed.
- d. Duly completed Bidder Proven Track Record Pro-forma as enclosed with the bid document, together with all back-up documents specified therein, duly authenticated as required.
- e. Documentary evidence like copies of Purchase Order and Inspection release note (IRN), towards meeting PTR requirements **{as per clause 4 above}**, based on which qualification is sought.

6. REQUIREMENT OF AUTHENTICATION AND SUBMISSION OF DOCUMENTS:

6.1 Authentication

- a. Submission of authentic documents is the prime responsibility of the bidder. Wherever HOCL has concern or apprehensions regarding the authenticity/correctness of any document, HOCL reserve the right to get the documents cross-verified from the document issuing authority.
- b. All documents furnished by the bidder in support of meeting the Financial Criteria of BQC shall be:
 - Duly certified by Statutory Auditor of the Bidder or a practicing Chartered Accountant (not being an employee or a Director and not having any interest in the Bidder's company) where audited accounts are not mandatory as per law.



6.2 SUBMISSION OF DOCUMENTS

- a. All documents furnished by the bidder in support of meeting the Technical and Financial criteria (4.1 & 4.2) of BQC as per above NIT shall be **Digitally Signed** authenticated copies and submitted in e- tendering website along with their offer.
- b. Similar to BQC documents, Power of Attorney and other authenticated documents like proof of being MSMEs for availing preference under Public Procurement Policy-2012 for MSMEs can be submitted Digitally Signed as per the requirement specified in the Bidding Document.

Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.

Submission of any document / certificate by the Bidder shall be in English language. Metric measurement system shall be applied.

7. Taxes and Duties

The Contract will be awarded on fixed all-inclusive price unless otherwise specified. All rates in the tender shall cover applicable taxes, levies and duties. However applicable GST will be paid by HOCL subject to the successful tenderer having GST registration with Central Excise.

8. Validity of the Tender

The offers for main equipment and spares etc. as per NIT No.UTY 30162 shall be valid for a period of **90 days (Ninety days)** from the date of opening of the Techno Commercial un-priced Bid (Part I).

A Tenderer shall not be entitled during the said period of **90 days** without the consent in writing of the company to revoke or cancel his tender or to vary the tendered rate or any terms thereof.

9. Scope of Supply

Materials

a. Contractor's Scope

All the materials required for complete Revamp of cooling tower internal specified in the scope of work shall be supplied by the party. Any additional material required for the satisfactory completion and improving cooling tower performance shall be supplied by the party at his own cost.

Spares for Cooling Tower : The party shall supply following items for keeping as spares and the cost of same shall be included in the total price.

- I. 10% of Drift eliminator
- II. 504 No's of distribution nozzle

b. HOCL Scope

Nil



Tools and Tackles

a. Contractor's Scope

All the tools, tackles, cutting machine, drilling machine, welding machine, welding electrode, scrapers, wire brush, lifting equipment such as chain pulleys, slings, D shackles, hoses, fitting connectors, steel scaffolding, metallic ladders and other tools and equipment's, all consumables required for the satisfactory completion of the work are to be arranged by the contractor. Supply of steel scaffolding materials, pipes, pipe clamps etc. and its erection has to be arranged by the contractor.

All the skilled and unskilled manpower required for the satisfactory completion of the work shall be arranged by the contractor.

b. HOCL Scope

NIL

Water , Power & Air

HOC will provide water at 3 kg/cm², air at 5 kg/cm² and electricity at 3phase/415V at one point free of cost. The extension boards used by the contractor shall have ELCB with sufficient rating and the same shall be of reputed make (like MDS, Havells & Standard).

10. AGREEMENT

The contractor has to execute an agreement with HOCL in the prescribed format on a non-judicial stamp paper of appropriate value and in case of placement of work order.

11. PERFORMANCE ASSESSMENT

Thermal performance test shall be conducted before and after revamping of cooling tower as per CTI Code ATC 105. The approach shall be less than or equal to 4 Degree C.

Party should ensure that there is no increase in vibration level of the cooling tower structure after the revamping work.

12. PERFORMANCE SECURITY:-

Performance security shall be 10% of total work order value of the contract. It shall be furnished within 21 days after notification of award and it shall be released after the defect liability period and assessing the cooling tower performance throughout the said period (1 Year). Any deficiency during that period shall be corrected by the contractor at his own cost.

Performance Security shall be furnished in the form of Account Payee Demand Draft/ Bank Guarantee issued from any Commercial Bank in India/ on online payment in an acceptable form.

13. SECURITY DEPOSIT

Total security deposit shall be 5% of total contract value. This shall be recovered through deductions at the rate of 5% (Five percent) of the value of each running account bill till the total security deposit amount is collected, after which no further deductions shall be made on this account.

Security Deposit shall be refunded not later than 60 days to the contractor without any interest after the completion of contract in all respects and completion of all such obligations under the contract.



14. LIQUIDATED DAMAGES

If the work is not completed within the stipulated time, the contractor is liable to pay a LD of ½% of the total contract value **per day** of the delay or part there of subject to a maximum of 5% of the contract value.

15. DEFECT LIABILITY PERIOD

The contractor shall guarantee the entire work for a period of **12 months** from the date of completion of entire works. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the workmanship should be rectified by the contractor at his own expense as deemed necessary by the Engineer-in-Charge.

16. TIME OF COMPLETION

Time of completion shall be within **5 days for each cell** from the date of intimation to start the work.

3rd cell has to be completed within 5 days during the short shutdown planned in the October 2024 or in the next available opportunity as per the instruction of HOCL.

Cell no 1 & 2 will be released one by one during the short shutdowns before the next planned turn around in June 2026. If the same could not be done due to lack of clearance from HOCL, work of cell 1 & 2 should be completed during the turn around planned in June 2026 (But the same is a tentative dates and it may change as per the condition of HOCL at that time)

Party should mobilize the material within 20 days after getting clearance to start the work and party should mobilize team well in advance to complete preparatory works to complete the work within the time frame.

17. PERIOD OF CONTRACT

Period of contract shall be **2 YEARS** from the date of issue of work order.

18. PAYMENT TERMS

- 85% payment will be made within 30 days on pro rata basis after completion of work on each cell and certification by Engineer-in-Charge.
- 10% of the payment will be released within 30 days after completion of PG test of cooling tower and certification by Engineer-in-Charge.
- Balance 5% payment will be kept as security deposit and it will be released after the completion of contract in all respects & completion of all obligations under the contract.

19. Guarantee

The replaced parts shall be guaranteed for a period of 12 months from the date of completion of revamping and acceptance from its performance.

Throughout the period, we will assess the cooling tower performance throughout the said period (1 Year). Any deficiency during that period shall be corrected by the contractor at his own cost.



20. Warranty

- 20.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design & materials.
- 20.2 This warranty shall remain valid for 1 (One) years after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Engineer-in-Charge.
- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Warranty contract will be inclusive of all accessories and Turnkey (if any) work and it will also cover all wearable & non wearable components.
 - Replacement will be under taken for the defective goods.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 20.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per above clause 20.2 irrespective of any other period mentioned elsewhere in the bidding documents.
- 20.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination within 48 hours. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

21. Price

The Contract will be awarded on all inclusive price basis as per the schedule of rates. All rates in the tender shall cover applicable taxes, levies and duties. However, applicable GST will be paid by HOCL after filing GSTR 3 B by the Tenderer.

The price shall be quoted both in figures and words. In case a tenderer has quoted two different prices in words and figures the price in words will be considered valid and binding on the tenderer.

22. Contract Preference

Contract / Price Preference or any other concessions applicable for **MSME / SSI Units /PSUs** will be as per latest Government of India Directives. For availing this benefit, the bidder shall make their claim in the Bid itself and enclose necessary documentary evidence to prove their eligibility.

We have floated tender in GeM Portal & NIC Portal. The tender will be taken for evaluation and the overall L1 bidder (comparing both tenders in GeM Portal and NIC Portal) will be considering for award of work. Parties need not quote both GeM and NIC Portal (Any one mode is sufficient). However, we encourage vendors to quote in GeM Portal.

23. Salient Points of HSE (Health Safety & Environment) That are to be Considered While Submission of Offer are:

- Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- Competency requirements for operation, maintenance and calibration, if any, shall be communicated



- c. If any hazardous chemicals as per MSIHC (Manufacturing, Storage and import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with On-site & Off site emergency plan (as applicable)
- d. OH&S (Occupational Health and Safety) control measures for safe working of plant as applicable shall be specified.
- e. The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.
- f. Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- g. Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- h. Chemicals banned due to their negative impact on the environment shall not be used in the process
- i. Primary materials used in the equipment shall be specified and they shall be eco – friendly.

Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to HOCL).

- a. HOCL also reserve its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.
- b. HOCL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at another project / unit.
- c. HOCL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against HOCL.
- d. HOCL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

24. Pre-Bid Conference/Meeting

Pre-bid Conference / Meeting shall be held at Hindustan Organic Chemicals Limited, Ambalamugal, Kochi - 682 302 on the date specified in the NIT. Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bidding document and Scope of Work can be addressed during the meeting.

The bidders are requested to send queries/clarifications, if any, by e-mail to reach **HOCL AT LEAST ONE DAY** before the pre-bid meeting. The bidder shall send consolidated pre-bid queries. Pre-bid queries is sent in piece meal basis may not be replied. The clarifications to queries shall be provided during the pre-bid meeting.

Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.

25. Submission of Bids

Bids are required to be submitted through Government e-procurement portal <https://eprocure.gov.in/eprocure/app> & GeM Portal - <https://mkp.gem.gov.in/market> only, on or before the Bid submission date and time. Bidders are required to register themselves at Government e-procurement portal <https://eprocure.gov.in/eprocure/app>. or GeM Portal- <https://mkp.gem.gov.in/market>. No registration fee would be charged from the bidders.

Manual Bids / Offers shall not be permitted. The Offers submitted through e-tendering system shall only be considered for evaluation and ordering. Fax/e-mail/Physical Bids shall be rejected.



Bidders to refer Instruction to Bidders for E-Tendering mentioned in the Bidding Document.

Techno-commercial part of the Bids shall be opened at 14:00 hrs. (IST) on due date for opening of bids. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.

Bidders may view the Bid opening statement through Government e-procurement portal <https://eprocure.gov.in/eprocure/app> & GeM Portal <https://mkp.gem.gov.in/market> after conclusion of Bid Opening by HOCL.

Earnest Money Deposit, Integrity Pact, Power of Attorney, BQC documents, MSME Certificate and any other document as required to be submitted in original shall be submitted in sealed envelopes to the below mentioned address within 7 calendar days from the date of opening of unpriced bids. Scanned copy of the same to be uploaded on e-procurement Portal:

26. PRICE BID SUBMISSION-BOQ

PRICE BID SUBMISSION-BOQ (NIC Portal) : 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 blue coloured (unprotected) cells with their respective financial quotes and other details Refer Instructions to Bidder for Online Bid Submission. (such as name of the bidder). No other cells 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.

Those who are interested to participate the tender through GeM Portal may follow the procedure spelt in the same.

27. Other Terms and Conditions

27.1 General Conditions of Contract (GCC) of HOCL

The General Conditions of Contract of the company is applicable to, and forms part of the contract. The General Conditions of Contract of HOCL is available in the office of The Chief General Manager (HR) of HOCL, Ambalamugal or can be downloaded from our Web site www.hoclkochi.com.

27.2 Right to Issue Addendum

HOCL reserves the right to issue any addendum to the tender document to clarify/amend/supplement and / or delete any of the conditions, clauses or terms stated in the tender documents. Each addendum issued shall be distributed to the tenderer or his authorized representative and each such addendum shall become part of the tender documents.

27.3 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) Not enclosing EMD 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) Any other valid reasons.

27.4 Signing & Stamping on all Pages of Bids:

The vendor shall sign and stamp on all the pages of the bids uploaded, failing which bids are liable to be rejected.



27.5 Agreement

The contractor has to execute an agreement with HOCL in the prescribed format on a non judicial stamp paper (Gov. of Kerala) of ₹ 200/- in case of placement of work order.

27.6 General Information

- a. Incomplete offers will not be considered.
- b. **Fixed price:** Prices quoted by the bidder shall be firm and inclusive of but not limited to revamping of cooling tower in phenol plant and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

Validity of bids shall be 3 (three) months from the final due date of opening of Techno - Commercial (Un-priced) Bids. For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

The tender will be taken for evaluation and the overall L1 bidder (comparing both tenders in GeM Portal and NIC Portal) will be considering for award of work. Evaluation/ Ordering shall be done as defined in the Tender. All items of shall be ordered on one (1) bidder on overall L1 basis.

HOCL reserves the right to carryout capacity & capability assessment of the bidder using in-house information and past performance.

The bidders who are on Holiday/Negative list of OWNER or GOI or MOP & NG or other PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued in advertently/downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award. In this regard, bidder shall submit an undertaking as per the format provided elsewhere in the bidding document.

A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such bidders shall submit these documents in addition to the documents specified in the bidding documents to meet BQC.

HOCL will not be responsible or liable for cost incurred in preparation & submission of bids, regardless of the conduct or outcome of the bidding process.

HOCL reserves the right to disqualify any bidder during the tendering process by evaluating their current financial conditions and performance in jobs under execution by them.

In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.

Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

Bidder shall not be under liquidation, court receivership or similar proceeding. Bidder shall submit self- certificate in this regard.



Integrity Pact, duly signed & stamped on each page, shall be submitted with Techno-commercial bid, failing which the bid may not be considered for further evaluation.

Bids on Consortium or unincorporated Joint-Venture basis shall not be accepted.

HOCL reserves the right to reject any or all the bids received or annul the bidding process at any time without assigning any reason whatsoever.

HOCL reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Indian Govt. policy and MSME bidders shall be allowed purchase preference as per **Public Procurement Policy, 2012**. Bidders are also allowed to avail the purchase preference linked with attaining the stipulated Local content as per provision mentioned in Bidding Document.

HOCL will evaluate the tender as per the provision in the policy for local content vide Government Order Manual for Procurement of Goods (Updated June, 2022)

Clarifications if any, can be obtained (on working days, between 09:30 Hrs to 17:00 Hrs IST) through: Telephone Nos: 0484 - 2727292 /09446741530 or through E-mail:beno.kurians@hoclindia.com.

Queries / Clarifications relating to the CPP portal / online bid submission process can be obtained from the 24 X 7 CPP Portal helpdesk at Contact No. 1800-3070-2232 or Mobile Nos.+91- 7503193242/ +91-7878007972/ + 91-7878007973

BENO P KURIANS
TECHNICAL ADVISOR



ANNEXURE -IV

SCOPE OF WORK

The scope of work for the Revamp of cooling tower in all 3 cells which includes study of existing cooling tower, design, supply, erection of all internals and performance test of cooling tower after complete revamp. Scope of work include supply of all internals materials for three cells, Supply of manpower, erection / installation of scaffolding, inspection, dismantling & erection of all new cell elements, assembly, repair work if any (excluding civil) and disposal of scrap material.

Party shall visit HOCL site for assessing the existing performance of cooling tower and re-design to improve the performance of existing cooling tower if required. Party should understand the job, to see the design of cells / site condition and get confirm regarding the sizes of the different components to be replaced before quoting for the said job. The few available drawings of cooling tower are attached.

Party to note that the work is carried out in two/three phases. In the first phase on priority basis you should complete the entire work of cell no.3 within 5 days after getting clearance to start the work. In the first phase out of three cells, two cells will be in running condition and one by one cell will be isolated for job. Job of isolated cell shall be carried out while other two cells in running condition. The remaining two cell work will be carried out in the second phase during 2026 shutdown or at the available opportunity during short shutdown. In the second phase all the cells are to be isolated condition and work should be completed within 10 days only if the work is take up in main shutdown, otherwise it will single cell basis (i.e. 5 days for each cell.).

The existing fan and its drive mechanism, cooling water piping and distribution system to plant, pump and pumping station is excluded from the contract. However, the contractor has to study the same and design the internals to meet the required performance of cooling tower. HOCL intend to use the said system and no change / alteration permitted except the blade angle. However, any modification in the distribution system in Hot Basin is permitted and the same has to be done by the contractor. However when the blade angle in changed the power taken by the fan shall no be increased considerably. Existing amps need to be maintained. The blade angle optimize and normally set at 14.5 Degree.

The fan mounting structure need to be FRP coated and the platform to gear box area need to be changed with FRP Grating / grills. Any structure of existing system with FRP coated structure has to be done by the contractor.

Following job is to be carried out for all three cells of cooling tower but not limited to:

1. Removal and re-fixing of complete PVC V- bars.
2. Removal and re-fixing of complete PVC drift eliminators with appropriate fixture by which drift loss will not exceed above 0.005% of circulation rate.
3. Removal of existing FRP grids and replacing the same with SS304.
4. Removal and re-fixing of complete Polypropylene distribution nozzle.
5. Removal and re-fixing of all hardware of SS 304.
6. Removal and re-fixing of any other item of cooling tower cells for completeness of job.
7. Removal of all the existing treated timber fill support, timber spacer, half round timber support etc. and replacing same with Pultruded FRP material.

Or any other internal member in each cell.

1) TECHNICAL SPECIFICATION REQUIREMENTS:

1. PVC for drift eliminators, V bars, fills and nozzle shall comply as per CTI STD 136.
2. All hardware shall be of grade SS 304.



2) CERTIFICATES:

1. Material test certificate for PVC material, Pultruded FRP material and SS 304 of hardware material shall be submitted along with material dispatch to HOCL site before starting the job.

NOTE: The charges towards all test certificates shall be inclusive in the quoted rates.

3) SITE INSPECTION:

Site inspection shall be carried out for 100% of material and components and strict adherence to standards is compulsory. Party shall submit material test certificate with supply. No site cutting is allowed for arsenic treated wooden material. The dimension of wooden member shall be taken in advance if required.

4) GENERAL SCOPE OF WORK:

1. After the receipt of work order, the contractor shall depute their design team to access the performance of existing cooling tower as per CTI Code ATC 105 and shall conclude about re-design (if require), supply of all the materials and all other infrastructures to achieve design capacity of cooling tower.
2. Necessary scaffolding shall be provided at different elevations at outside and inside of the tower to carry out the job safely. Extra care should be taken while removing louvers, fill materials and drift eliminators from the cell to eliminate any damage.
3. Erection of scaffolding shall be as per HOCL standards and provide working platform at appropriate height. Erected platform shall be in such way that it will facilitate to provide approach for repair work of grid fills, drift eliminator, louvers etc. and shall restrict falling of any object in basin using Tarpaulin sheets for covering and protection.
4. Removal and re-fixing of existing louvers if required for the satisfactory completion of the work.
5. Louvers existing angle to be check and reset if required for improving the cooling tower performance. Any material required for repairing louvers angle shall be brought by the contractor at his own cost. However, the existing louvers asbestos sheets and supporting FRP coated angle can be reused.
6. During the entire work any breakage/damage of louvers shall be replaced by the contractor at his own cost
7. Removal and re-fixing of PVC –V bars.
8. The PVC –V bars (splash bars) shall be minimum 1.5mm thick.
9. PVC V-bars shall be fixed properly with grid to avoid dislocation. The material shall be ultraviolet stabilized with titanium dioxide.
10. The V bars shall be confirming to relevant CTI code (Cooling tower technology Institute)
11. Removal and re-fixing of grid and its supports and spacing structural (Existing FRP grids shall be replace with SS304).
12. All type of fasteners shall be corrosion resisting materials of SS 304/316.
13. Removal and re-fixing of drift eliminators & re-fixing/re-arranging Drift eliminators of optimized design to restrict the Drift loss within the standard limit (i.e. drift loss shall not exceed above 0.005% of circulation rate). Drift eliminators shall be levelled in existing plane and shall be properly anchored / fastened with minimum 2 no. of horizontal angles in SS in each section.
14. Transportation of all materials and other infrastructure shall be done by the party.



15. Any failure or rejection of materials shall be replaced by the contractor at his own cost.
16. All the required materials supplied shall be as per standards.
17. The revamp work shall include all the activities as may be necessary to complete the job in all respect.
18. The party shall arrange sufficient competent man power with site engineer to work on round the clock basis.
19. All tools, tackles, all consumables, PPEs, shall be brought by the contractor at his cost.
20. HOC will provide power, air and water at one point.
21. The party has to submit a stage wise inspection/work schedule before starting the job. All the jobs has to be done as per the schedule approved by HOCL.
22. All the work is subjected to stage wise inspection and clearance from HOCL / Engineer-In-Charge
23. After the completion of the entire work, the contractor shall submit detailed AS BUILT drawing (3 copies) & one in AutoCAD to HOCL.
24. All the skilled and unskilled labours required for the job shall be arranged by the contractor.
25. The contractor employees shall use all necessary PPEs while working inside the plant and the same is under the scope of Contractor.
26. The contractor shall duly process all the necessary activities/formalities regarding insurance of employees. HOC will not entertain any claim whatsoever in the event of any accident.
27. All wastes, debris arising out of the job shall be segregated, weighed and dumped in the scrap yard as per the instruction of Engineer-in-Charge.
28. Housekeeping is to be done after completion of all jobs as per the instruction from Engineer in charge.
29. Cooling Tower performance test has to be strictly conducted as per CTI Code ATC 105 after revamping of all 3 cells during plant startup. There may be a delay of 45 days for the plant start up, if the final revamping is done during major shutdown 2026 for which the contractor must arrange for conducting above mentioned test.

SCOPE OF WORK GIVEN ABOVE IS FOR GUIDANCE PURPOSE AND NOT LIMITED TO ABOVE. THE CONTRACTOR IS REQUIRED TO COMPLETE THE JOBS AS PER SITE REQUIREMENT. AFTER ASSESSMENT OF COOLING TOWER, PARTY CAN RE-DESIGN / RE-ARRANGE EXISTING SPARES TO IMPROVE THE COOLING TOWER PERFORMANCE IF REQUIRED.

PERFORMANCE ASSESSMENT

Thermal performance test shall be conducted before and after revamping of cooling tower as per CTI Code ATC 105. The approach shall be less than or equal to 4 Degree C.

Party should ensure that there is no increase in vibration level of the cooling tower structure after the revamping work.



ANNEXURE- V

TECHNICAL SPECIFICATION OF COOLING TOWER

1	GENERAL		
1.1	Name of manufacturer	:	THERMOPACK ENGINEERS PVT.LTD
1.2	Location of works	:	Ambalamugal, Kochi
2	DESIGN DATA		
2.1	Water flow M ³ /hr	:	4850 M ³ /hr
2.2	Hot water inlet to the tower °C	:	42
2.3	Cold water outlet from the tower °C	:	32
2.4	Design wet bulb temp. °C	:	28
2.5	Humidity Max.	:	90% Max
2.6	Loss due to evaporation at design conditions	:	1.50%
2.7	Loss due to drift % circulation rate	:	0.005%
3	TOWER DATA		
3.1	Type of tower	:	Induced Draft Cross Flow
3.2	No. of Cells	:	Three
3.3	Cell size L x B x H	:	8.5 x 18 x 9.75 M
3.4	Cell effective filled volume M ³	:	913.4
3.5	Packed Height M	:	9.75
3.6	Air inlet area/cell M ²	:	166.5
3.7	TOWER HEIGHT	:	
	a) Basin curb to water inlet M	:	10.5 approx.
	b) Basin curb to fan deck M	:	10.1
	c) Basin curb to fan stack top M	:	14.1
3.8	Water / air ratio (L/G)	:	1.22
3.9	No. of fans/cell	:	One
3.10	No. of fan for the tower	:	Three
3.11	TOWER BASIN	:	
3.11.1	Materials of construction	:	RCC
3.11.2	Capacity M ³	:	650
3.11.3	Arrangement	:	Partitioned
3.12	TOWER STRUCTURE		
3.12.1	Swams , columns , fan deck , fan stack and water distribution basin	:	RCC
3.12.2	End walls and partition walls	:	RCC
3.13	TOWER FILL		
3.13.1	Type	:	Splash
3.13.2	Size of packing	:	50mm x 25mm x 1830mm long
3.13.3	Spacing - horizontal - mm	:	200
	Vertical - mm	:	100
3.13.4	No. of layers of packing	:	96
3.13.5	Material	:	Treated timber



3.13.6	Fill support	:	PVC coated galvanised wire mesh
3.14	DRIFT ELIMINATOR		
	a) Type	:	“S” Cellular Type
	b) Material	:	PVC
3.15	WATER DISTRIBUTION SYSTEM		
3.15.1	Material	:	M.S.
3.15.2	Inlet header size	:	600mm
3.15.3	No. of headers	:	Two (2)
3.15.4	Velocity of flow through each header	:	2.3
3.15.5	Valves per cell	:	Two (2)
3.15.6	Size of control valves	:	400mm
3.16	FAN		
3.16.1	Manufacturer	:	ENCON
3.16.2	Diameter of fan M	:	6.70M
3.16.3	No. of blades	:	Six (6)
3.16.4	Fan speed RPM	:	150 approx.
3.16.5	Tip speed M/sec.	:	52.6 approx.
3.16.6	Blade tip clearance mm	:	25
3.16.7	Blade angle setting	:	Adjustable
3.16.8	Fan discharge M ³ /min.	:	20,631
3.16.9	Fan static pressure mm WG	:	9.728
3.16.10	Fan static efficiency %	:	52.5
3.16.11	Horse power input to fan BHP	:	58.54 at fan shaft
3.16.12	Transmission efficiency % Gear box /shaft	:	95/99
3.16.13	Fan motor efficiency	:	93.5
3.16.14	MATERIALS OF CONSTRUCTION	:	
	a) Fan hub	:	M.S. galvanised
	b) Fan blades	:	FRP- Hollow profile
	c) Hub cover	:	Nil
3.17	REDUCTION GEAR UNIT		
3.17.1	Nos. required	:	Three (3)
3.17.2	Type and model No.	:	Worm v-1400CT
3.17.3	Reduction ratio	:	10/1 nominal
3.17.4	Service factor	:	More than 2
3.17.5	AGMA Rating	:	154
3.17.6	Efficiency	:	95%
3.18	DRIVE SHAFT	:	
3.18.1	Type and model No.	:	TABULAR
3.18.2	Rated HP	:	150
3.18.3	Type of coupling	:	Flexible
3.19	Electric Motors		
3.19.1	Fan motor HP	:	75
3.19.2	Fan motor speed	:	1480



ANNEXURE- VI

COMPLIANCE / NO-DEVIATION STATEMENT

It is hereby stated that the quotation/offer submitted by us is in full compliance with all 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.

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place : SEAL

Date :



ANNEXURE - VII

COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

It is hereby stated that we have read and understood General Conditions of Contract (GCC) and confirm that we abide by all the terms and conditions of GCC.

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place :

SEAL

Date :



ANNEXURE- VIII

CHECK LIST

EARNEST MONEY DEPOSIT NOT APPLICABLE TO MSME / SSI Units /PSUs

Quotation shall accompany an EMD of of ₹2,96,000/- shall be paid by crossed DD/Bankers Cheque/thro' NEFT.

Bank Details

Account Name : Hindustan Organic Chemicals Limited
Bank Name : State Bank of India
Account Number : 37881840330
IFSC Code : SBIN0013551
Branch Name & Address : Belapur, Mumbai

Details of EMD enclosed: (YES/NO).

DD No. _____ Dated _____ Amounting to _____

Name of the Bank : _____

PRE-QUALIFICATION CRITERIA (TO BE INCLUDED IN THE TECHNICAL BID) (Not applicable to already registered vendors of HOCL)

The Tenderers shall submit the following in the Technical bid (Un priced Bid) without which the tender will be rejected.

1. Complete set of Tender Document duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender Document.
2. GCC duly filled in the relevant portions, signed and stamped all the pages by the tenderer (The tenderers have to download the GCC (General Conditions of Contract) from our web site www.hoclkochi.com and the same has to be returned along with the technical bid duly signed and stamped in all pages.
3. Earnest Money in the manner specified in the Tender document.
4. Information regarding tenderer as stipulated in Clause.1 .
5. Details of work of similar type and magnitude carried out by the tenderer as stipulated in Clause.2.
6. Organization chart giving details of field management at SITE, the tenderer proposes to have for this work including bio-data of the Site-in Charge and key personnel.
7. In the case of MSME, necessary certificate (self attested) shall be submitted in the Technical Bid.
8. The bidder should have well qualified workforce in adequate numbers for handling various stages of the work. The staff/workers details are to be furnished.



9. The bidder should have adequate number of equipment's/tools/tackles/scaffolding pipe/clamps/ staging materials in sound condition for the execution of the work within the stipulated time. The equipment details should be furnished.
10. Details of current commitments with copies of Work Orders to be submitted.
11. Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (Deviation Statement)
12. A tentative programme for the execution and completion of work within the time specified.
13. Any other technical information the Tenderer likes to furnish.
14. 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/her bid shall be liable for rejection.

Clause - 1 & 2 (Not applicable to MSME / PSU)

1. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **₹44.40 Lakhs**. (Details of annual financial turnover to be submitted with Documentary proof).
2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal to **₹59.20 Lakhs**.
OR
Two similar completed works costing not less than the amount equal to **₹74.00 Lakhs**.
OR
One similar completed works costing not less than the amount equal to **₹118.00 Lakhs**.
3. The parties who have been blacklisted / put in holiday list or parties in respect of whom action has been initiated for Blacklisting / Holiday listing by HOCL/any government / Quasi government agencies or any PSUs shall not be considered for award of job. The tenderer should give a written declaration regarding the same.
4. In addition to Clause No.3.7 of our GCC, the tenderer who do not meet the basic requirements (technical / commercial) as per the tender enquiry document and any other important condition having significant bearing on the cost / utility / performance of the required goods, services etc. will be treated as unresponsive and the tender will be liable to rejection.

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place :

Date :



ANNEXURE -IX

BIDDERS PROVEN TRACK RECORD

Sl.No.	Parameter	Information on offered Model	Information on Referenced Existing Installations		
			Ref 1	Ref: 2	Ref: 3
1.0	Basic Parameters to meet requirements of Technical BQC				
1.1.	Whether the bidder is manufacturer of similar capacity cooling tower (YES/NO)				
1.2	Whether the bidder is an Indian manufacturer who is a Subsidiary (Principal holding at least 51% shares) of a Foreign Principal or another 51% owned subsidiary of the Foreign Principal (called group company hereinafter) or the holding company of the Foreign Principal (YES/NO)				

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place :

Date :



ANNEXURE - X

DETAILS OF TENDERER

A.	General information:	
1	Name of Company	
2	Registration No.	
3	Number of Years in Operation	
4	Registered Address	
5	Operating Address	
6	Telephone No	
7	Telefax	
8	Email Address	
9	GST No.	
10	PAN No.	
11	TIN No.	
B.	FINANCE	
1	Name & Address of Banks and Branches used :	
1.1		
1.2		
1.3		
2	Annual Turnover of the Firm/ company:	
2.1	2020– 2021:	_____ (Value in Lakhs)
	2021 – 2022:	_____ (Value in Lakhs)
	2022 – 2023:	_____ (Value in Lakhs)
3	Bidders are to submit copy of valid current Income Tax Return submitted, GST Registration, (wherever applicable) failing which their offer may be liable to be rejected.	



EXPERIENCE:						
1 Past Project Experience:						
Sl. No.	Year awarded	ProjectName	Capacity & Class of Compressor Supplied	Contract Value (INR)	Purchaser Name & Reference (Contact Details)	Facility Approved By: (Name of Approving Agency)
1.1						
1.2						
1.3						
1.4						
1.5						
1.6						
1.7						
1.8						
1.9						
1.10						
2 Details of Ongoing project:						
Sl. No.	Year awarded	Project Name	Equipments Supplied	Contract Value (INR)	Purchaser Name & Reference (Contact Details)	Remarks
2.1						
2.2						
2.3						
2.4						
2.5						
D. QUALITY						
1.	The materials supplied should generally comply with CTI standards.					
2.	Whether certified any ISO standard in Quality Management System/ Environmental Management System/ Energy Management System etc.					

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place :

Date :



ANNEXURE - K

INSTRUCTIONS FOR EXECUTION OF THE INTEGRITY PACT

1. As per NIT of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
 - a. The non-judicial stamp papers are to be purchased in the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

"This stamp paper is an integral part of the Integrity Pact executed by us for

[Insert the name of the package]

Package and Specification Number

[Insert Specification Number: package]

Is enclosed here with" (Sample is given overleaf)

- b. In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The Integrity Pact executed by us for

[Insert the name of the package]

Package and Specification Number

[Insert Specification Number of the package]

Is enclosed herewith" (Sample is given overleaf)

3. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the Integrity Pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly. (These are instructions for execution and does not form part of the Integrity Pact)



INTEGRITY PACT FORMAT

Bidder is required to sign the Integrity Pact with HOCL as per following format & terms and conditions. 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.

₹100/-Non-Judicial Stamp Paper

INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at Ambalamugal, Kochi, Kerala - 682 302 hereinafter referred to as "The Principal",

And

(_____)

hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of 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 I - 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 II - Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commits 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 passion 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/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III - Disqualification from tender process and exclusion from future contracts

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, EMPLOYER may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, EMPLOYER may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by these verity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, EMPLOYER may revoke the exclusion prematurely.



Section IV - Liability for violation of Integrity Pact

1. If EMPLOYER has disqualified the Bidder from the tender process prior to the award under Section III, EMPLOYER may forfeit the Bid Guarantee under the Bid.
2. If EMPLOYER has terminated the contract under Section III, EMPLOYER may forfeit the Contract Performance Guarantee of this contract besides resorting to the remedies under the contract.

Section V - Previous Transgression

1. The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

1. EMPLOYER will enter into agreements with identical conditions as this one with all Bidders.
2. EMPLOYER will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If EMPLOYER obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if EMPLOYER has substantive suspicion in this regard, EMPLOYER will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor/Monitors

1. EMPLOYER has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
2. The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum-Managing Director, EMPLOYER, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, EMPLOYER, giving joint findings.
3. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, EMPLOYER.
4. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of EMPLOYER related to this contract including that provided by the Contractor/Bidder.



The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

5. EMPLOYER will provide to the IEM information as sought by him which could have an impact on the contractual relations between EMPLOYER and the Bidder/Contractor related to this contract.
6. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, EMPLOYER and request the Chairman-cum-Managing Director, EMPLOYER to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to EMPLOYER and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to EMPLOYER.
7. The IEM will submit a written report to the Chairman-cum-Managing Director, EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by EMPLOYER and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the IEM has reported to the Chairman-cum-Managing Director, EMPLOYER, a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India, and the Chairman-cum-Managing Director, EMPLOYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
9. The word 'IEM' would include both singular and plural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of EMPLOYER. The Arbitration clause provided in the main tender document /contract shall not be applicable for any issue/dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
4. Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
5. Views expressed or suggestions/submissions made by the parties and their commendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral



or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of EMPLOYER)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place : _____

Witness 1:

Name & Address

Date : _____

Witness 2:

Name & Address



ANNEXURE - L

Declaration on Code of Integrity for Public Procurement (COIPP)

I, hereby declare that, I shall observe the highest standard of ethics and shall not indulge in the following prohibited practices, either directly or indirectly, at any stage during the period of this distributorship or during execution of resultant contracts:

- i. **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii. **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act,2002, between two or more bidders, with or without the knowledge of HOCL that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv. **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from HOCL with an intent to gain unfair advantage in the procurement process or for personal gain;

and

- vi. **“Obstructive practice”**: materially impede HOCL’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

I, further declare that:

- i. I shall be obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract and failure to do so would amount to violation of this code of integrity;

and

- ii. I, in any previous transgressions of such a code of integrity with any entity in any country during the last three years or I have been debarred by any other procuring entity. Failure to disclose, would amount to violation of this code of integrity;

Yours faithfully,

Signature and Stamp of bidder :
Name of the Bidder :
Place :
Date :



ANNEXURE - R

DECLARATION OF COMPLIANCE OF ORDER (PUBLIC PROCUREMENT NO.1, 2 & 3) DTD 23 JUL 2020 & 24 JUL 2020 ON RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names), do hereby declare, in my capacity as of M/s..... (name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and Annexure - of NIT HOC/Proj/K 2501 D/23 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
3. I certify that M/s(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I further certify that M/s.....(name of the sub-contractor if any) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

AUTHORISED SIGNATURE:

DATE:

SEAL / STAMP OF BIDDER: