





#### बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details				
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-06-2025 14:00:00			
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-06-2025 14:30:00			
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)			
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers			
विभाग का नाम/Department Name	Department Of Chemicals And Petrochemicals			
संगठन का नाम/Organisation Name	Hindustan Organic Chemicals Limited			
कार्यालय का नाम/Office Name	Ambalamugal,ernakulam			
क्रेता ईमेल/Buyer Email	b.balachandran@hocl.gov.in			
वस्तु श्रेणी /Item Category	Custom Bid for Services - Engagement of Advertising Agency for HOCL during the period from 1st July, 2025 to 30th June, 2026			
समान श्रेणी/Similar Category	Advertisement Service - Newspaper			
अनुबंध अविध /Contract Period	1 Year(s)			
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)			
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes			
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No			
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			

बिड वि	वरण/Bid Details				
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No				
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No				
बिड का प्रकार/Type of Bid	Single Packet Bid				
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days				
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation				
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes				
मध्यस्थता खंड/Arbitration Clause	No				
सुलह खंड/Mediation Clause	No				
ईएमडी विवरण/EMD Detail					
आवश्यकता/Required	No				
ईपीबीजी विवरण /ePBG Detail					
आवश्यकता/Required	No				
विभाजन/ <b>Splitting</b> बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.					

### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

#### एमएसई खरीद वरीयता/MSE Purchase Preference

		ı
एमएसई खरीद वरीयता/MSE Purchase Preference	Yes	

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder

shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption. 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

  4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required:

Engagement of Advertising Agency for HOCL during the period from 1st July, 2025 to 30 th June, 2026 -  $\underline{1749467305.xlsx}$ 

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):1749467534.pdf

**Payment Terms:** <u>1749467534.pdf</u> **Scope of Work:** 1749467564.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: <a href="mailto:1749467974.pdf">1749467974.pdf</a>

Custom Bid For Services - Engagement Of Advertising Agency For HOCL During The Period From 1st July, 2025 To 30th June, 2026 (1)

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values		
कोर / Core			
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Engagement of Advertising Agency for HOCL during the period from 1st July, 2025 to 30th June, 2026		
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	N/A

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

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Generic

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

#### 3. Generic

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

#### 4. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference,

the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 6. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1. Scope of Work

- 1.1 HOCL will forward the content/matter of advertisement(s) (Ad) to the agency only by e-mail.
- 1.2 The advertising agency shall send the designed advertisement(s) immediately for approval of HOCL.
- 1.3 Upon receipt of confirmation through e-mail, the advertising agency shall book space in the approved newspaper(s).
- 1.4 Confirmed advertisement(s) shall be published in the approved newspaper(s) i.e Financial Express (All I ndia English edition) & Kerala Kaumadi (Kochi edition) or any other newspaper(s) advised by HOCL on the specified day/date. HOCL reserves right to change the newspaper(s) during the period of engagement (i.e f rom 1st July, 2025 till 30th June, 2026) or any extension thereof, if any.
- 1.5 Advertising agency is responsible for ensuring that there are no error(s)/ discrepancie(s) like date, pun ctuations, spelling, figures etc. in any form or manner in the published advertisement(s). If any mistake/err or/discrepancies in any form/manner are noticed in the published advertisement, the agency will be requir ed to make good any lapse(s) by arranging to publish revised/corrected advertisement(s) at free of cost.
- 1.6 Approved advertisement matter to be published as per the specification(s) provided in Annexure 1 duri ng the period of one (1) year from 1st July, 2025 till 30th June, 2026 or on a need based manner from time to time. Number of advertisement(s) to be published for each Ad type mentioned in Annexure 1 & 3 may v ary based on actual requirement.

#### 2. Technical Eligibility Criteria

- 2.1 The advertising agency must have minimum five (5) year(s) of experience in publishing newspaper ad vertisement(s) for companies/CPSEs.
- 2.2 The advertising agency shall have annual turnover of not less than 20 lakhs in each of the previous thr ee financial years i.e 2024-25, 2023-24 & 2022-23.
- 2.3 The advertising agency should have valid accreditation of Indian Newspaper Society (INS) for newspaper/press advertisement.

- 2.4 The advertising agency should have adequate manpower & infrastructure facilities for ensuring timely publication of advertisement(s).
- 2.5 The advertising agency should be able to execute all kinds of advertising assignment(s).
- 2.6 The advertising agency should not be blacklisted by any Central/State Govt./ CPSEs/Private Organizati ons etc.
- 2.7 Advertising agency must have registration certificates of GST, PAN etc.
- 2.8 Advertising agency shall submit Annexure 1 to 9 duly signed & stamped by authorized person/official.

#### 3. Terms & Conditions

- 3.1 Validity of Appointment: The engagement of advertising agency to publish various advertisement(s) fo r HOCL as per scope of work read with Annexure 1 as mentioned in SI No. 2 is for a period of one (1) year fr om 1st July, 2025 till 30th June, 2026 and would be considered for extension for another period of one (1) y ear on satisfactory performance of agency. The extension of validity of appointment is not a matter of right and HOCL reserves the right not to extend without assigning any reason(s).
- 3.2 HOCL reserves the right to terminate the engagement with advertising agency at any time during the v alidity of appointment if the advertising agency does not perform satisfactorily or due to any reason/restric tions imposed by Government of India owing to which HOCL has to discontinue the Ad agency.
- 3.3 The advertisement rate quoted by the advertising agency shall remain firm during the period from 1st J uly, 2025 till 30th June, 2026. No alteration in the rate after submission of tender will be allowed at any stage for any reason(s) except due to increase in the size of advertisement.
- 3.4 The price bid of technically qualified advertising agency will be considered and the advertising agency will be selected on the basis of L1 advertisement rate.
- 3.5 The advertising agency shall not sub-contract any service(s) assigned to them.
- 3.6 The advertising agency shall ensure to follow professional ethics and all rule/regulations/acts etc. for the time being in force while dealing with HOCL.
- 3.7 All the advertisement(s) of HOCL are confidential in nature. Therefore, the advertising agency shall not divulge/divert/disclose to any third partie(s) at any time, any information pertaining to HOCL gained while providing service(s). Disclosure of any such information during or after rendering of service(s) pertaining to HOCL to any third parties will be treated as breach of contract and action(s) will be initiated accordingly.
- 3.8 No art work charge(s) will be paid in any case.
- 3.9 Payment Terms: 100% payment will be released upon publishing of advertisement in the approved ne wspaper(s) and submission of original newspaper(s) to HOCL. No advance payment shall be made for any service(s).
- 3.10 Successful advertising agency shall intimate their consent/acceptance within 7 days of communication of selection. In the event of failure to communicate the consent/acceptance, HOCL reserves right to select the next lowest bidder.
- 3.11 Dispute: In case of any dispute arising in connection with carrying out of any service(s) mentioned in SI. No.2 'Scope of work' or any other matter(s) limited only in connection with scope of work, an amicable solution shall be arrived at with mutual discussion and reconciliation. However, in case of any dispute rem aining unresolved, decision of Chairman & Managing Director of HOCL will be final and binding on the adve rtisement agency and the company. Still any dispute is remaining unresolved, the same shall be settled thr ough Arbitration held at Kochi, Kerala. The Sole Arbitrator shall be appointed by CMD, HOCL
- 3.12 HOCL will disqualify the advertising agency if it finds at any time that any details/information submitt ed by the agency was false or materially inaccurate/incomplete.
- 3.13 HOCL reserves the right to accept or reject any or all response(s) at any stage or to cancel the proces s entirely solely at its discretion without assigning any reason(s) thereof. In such a case, the advertising ag ency shall not be entitled to any form of compensation from HOCL and no dispute in this regard will be ent ertained.

#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976,

## The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तै/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तै/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---



# HINDUSTAN ORGANIC CHEMICALS LTD. [CIN: L99999KL1960GOI082753] AMBALAMUGAL PO ERNAKULAM, KERALA – 682 302 Tel. No. 0484 – 2727342

Website: www.hoclindia.com
E mail: cs@hoclindia.com

#### **TENDER NOTICE**

7<sup>th</sup> June, 2025

Tender No.: CS/HOCL/AD AGENCY/2025

# Tender Title: Engagement of Advertising Agency for HOCL during the period from 1st July, 2025 to 30th June, 2026

Hindustan Organic Chemicals Limited [HOCL] invites proposal for engagement of Advertising Agency to publish various advertisement(s) for HOCL during the period from 1<sup>st</sup> July, 2025 till 30<sup>th</sup> June, 2026.

Interested advertising agencies may submit the proposal with necessary supporting documents in GeM portal (URL:<a href="www.gem.gov.in">www.gem.gov.in</a>). Proposal submitted other than through online mode in GeM portal will not be accepted. Please visit GeM, HOCL web site regularly for any addendum/corrigendum/extension regarding the tender.

Due Date & Time for Bid Submission: 30.06.2025 at 02:00 pm.

Sd/-Company Secretary Hindustan Organic Chemicals Limited

#### 1. About the Company

Hindustan Organic Chemicals Ltd. (HOCL), is a listed Central Public Sector Enterprise (CPSE) under the administrative control of Ministry of Chemicals & Fertilizers, Department of Chemicals & Petro-chemicals, Government of India. HOCL was incorporated on 12<sup>th</sup> December, 1960. The registered office of HOCL is situated in Ernakulam District, Kerala. The equity shares of HOCL is listed on Bombay Stock Exchange (BSE).

#### 2. Scope of Work

- 2.1 HOCL will forward the content/matter of advertisement(s) (Ad) to the agency only by e-mail.
- 2.2 The advertising agency shall send the designed advertisement(s) immediately for approval of HOCL.
- 2.3 Upon receipt of confirmation through e-mail, the advertising agency shall book space in the approved newspaper(s).
- 2.4 Confirmed advertisement(s) shall be published in the approved newspaper(s) i.e Financial Express (All India English edition) & Kerala Kaumadi (Kochi edition) or any other newspaper(s) advised by HOCL on the specified day/date. HOCL reserves right to change the newspaper(s) during the period of engagement (i.e from 1<sup>st</sup> July, 2025 till 30<sup>th</sup> June, 2026) or any extension thereof, if any.
- 2.5 Advertising agency is responsible for ensuring that there are no error(s)/ discrepancie(s) like date, punctuations, spelling, figures etc. in any form or manner in the published advertisement(s). If any mistake/error/discrepancies in any form/manner are noticed in the published advertisement, the agency will be required to make good any lapse(s) by arranging to publish revised/corrected advertisement(s) at free of cost.
- 2.6 Approved advertisement matter to be published as per the specification(s) provided in **Annexure 1** during the period of one (1) year from 1<sup>st</sup> July, 2025 till 30<sup>th</sup> June, 2026 or on a need based manner from time to time. Number of advertisement(s) to be published for each Ad type mentioned in Annexure 1 & 3 may vary based on actual requirement.

#### 3. Technical Eligibility Criteria

- 3.1 The advertising agency must have minimum five (5) year(s) of experience in publishing newspaper advertisement(s) for companies/CPSEs.
- 3.2 The advertising agency shall have annual turnover of not less than 20 lakhs in each of the previous three financial years i.e 2024-25, 2023-24 & 2022-23.
- 3.3 The advertising agency should have valid accreditation of Indian Newspaper Society (INS) for newspaper/press advertisement.

- 3.4 The advertising agency should have adequate manpower & infrastructure facilities for ensuring timely publication of advertisement(s).
- 3.5 The advertising agency should be able to execute all kinds of advertising assignment(s).
- 3.6 The advertising agency should not be blacklisted by any Central/State Govt./ CPSEs/Private Organizations etc.
- 3.7 Advertising agency must have registration certificates of GST, PAN etc.
- 3.8 Advertising agency shall submit Annexure 1 to 9 duly signed & stamped by authorized person/official.

#### 4. Terms & Conditions

- 4.1 **Validity of Appointment**: The engagement of advertising agency to publish various advertisement(s) for HOCL as per scope of work read with Annexure 1 as mentioned in SI No. 2 is for a period of one (1) year from 1<sup>st</sup> July, 2025 till 30<sup>th</sup> June, 2026 and would be considered for extension for another period of one (1) year on satisfactory performance of agency. The extension of validity of appointment is not a matter of right and HOCL reserves the right not to extend without assigning any reason(s).
- 4.2 HOCL reserves the right to terminate the engagement with advertising agency at any time during the validity of appointment if the advertising agency does not perform satisfactorily or due to any reason/restrictions imposed by Government of India owing to which HOCL has to discontinue the Ad agency.
- 4.3 The advertisement rate quoted by the advertising agency shall remain firm during the period from 1<sup>st</sup> July, 2025 till 30<sup>th</sup> June, 2026. No alteration in the rate after submission of tender will be allowed at any stage for any reason(s) except due to increase in the size of advertisement.
- 4.4 The price bid of technically qualified advertising agency will be considered and the advertising agency will be selected on the basis of L1 advertisement rate.
- 4.5 The advertising agency shall not sub-contract any service(s) assigned to them.
- 4.6 The advertising agency shall ensure to follow professional ethics and all rule/regulations/acts etc. for the time being in force while dealing with HOCL.
- 4.7 All the advertisement(s) of HOCL are confidential in nature. Therefore, the advertising agency shall not divulge/divert/disclose to any third partie(s) at any time, any information pertaining to HOCL gained while providing service(s). Disclosure of any such information during or after rendering of service(s) pertaining to HOCL to any third parties will be treated as breach of contract and action(s) will be initiated accordingly.
- 4.8 No art work charge(s) will be paid in any case.
- 4.9 **Payment Terms**: 100% payment will be released upon publishing of advertisement in the approved newspaper(s) and submission of original newspaper(s) to HOCL. No advance payment shall be made for any service(s).

- 4.10 Successful advertising agency shall intimate their consent/acceptance within 7 days of communication of selection. In the event of failure to communicate the consent/acceptance, HOCL reserves right to select the next lowest bidder.
- 4.11 **Dispute**: In case of any dispute arising in connection with carrying out of any service(s) mentioned in Sl. No.2 'Scope of work' or any other matter(s) limited only in connection with scope of work, an amicable solution shall be arrived at with mutual discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Chairman & Managing Director of HOCL will be final and binding on the advertisement agency and the company. Still any dispute is remaining unresolved, the same shall be settled through Arbitration held at Kochi, Kerala. The Sole Arbitrator shall be appointed by CMD, HOCL
- 4.12 HOCL will disqualify the advertising agency if it finds at any time that any details/information submitted by the agency was false or materially inaccurate/incomplete.
- 4.13 HOCL reserves the right to accept or reject any or all response(s) at any stage or to cancel the process entirely solely at its discretion without assigning any reason(s) thereof. In such a case, the advertising agency shall not be entitled to any form of compensation from HOCL and no dispute in this regard will be entertained.

#### **ASSISTANCE TO BIDDERS**

Any queries relating to the online submission of tender, the terms and conditions contained in the tender documents therein should be addressed to the following persons.

Contact Person (Scope, eligibility, Terms & Conditions of Tender)

Mr. Subramonian H Company Secretary

Email Id: cs@hoclindia.com Tel No. 0484 – 2727342

Contact Person (for online submission in GeM) Mr. Midhun Babu Assistant Manager (Systems/Materials) Mobile No. 8921387812, 8547196394

# Specification of Newspaper advertisement(s) (from 1st July, 2025 till 30th June, 2026)

SI No.	Ad type	Newspapers	No. of Ads	Size of Ad
		Financial Express	4	320 Sq cm
1.	Financial results along with QR Code	Kerala Kaumadi	4	(24 cm (H) X15 cm (W)
2.	Only QR Code with other details	Financial Express	4	(12 cm (H) X20 cm
	& without the abstract of Financial results	Kerala Kaumadi	4	(W)
3.	AGM/EGM/Postal	Financial Express	2	176 Sq cm (21 cm (H) X 8 cm (W)
	Ballot related Ads	Kerala Kaumadi	2	& 336 sq cm 42 cm (H) X 8 cm (W)
4.	Any other Ads	Financial Express/Nav Bharat Times/ other newspapers	•	As per requirement

## **Details of Advertising Agency**

SI No.	Particulars	Instructions		
1.	Name of Advertising Agency.	Proof to be attached.		
2.	Year of incorporation/ establishment	Proof to be attached.		
3.	Address of Advertising Agency.	Copy of proof shall be attached		
4.	Telephone/ Mobile No. E-mail ID of contact person	Details shall be provided		
5.	Manpower & infrastructure facilities	Profile of advertising agency covering the details such as organization chart of staff strength, infrastructure facilities to be submitted.		
6.	Income Tax PAN No.	Copy of PAN card shall be provided		
7.	GST No.	Copy shall be provided		
8.	Proof of commencement of Advertising Agency	Proof shall be provided		
9.	The agency should be accredited with Indian Newspaper Society (INS).	Copy of certificate to be provided		
10.	Annual Turnover of not less than Rs.20 lakhs	Copies of audited financial statements along with audit reports of previous three years i.e 2024-25, 2023-24 & 2022-23 to be submitted		
11.	Minimum five (5) years' experience	Copies of work orders/ satisfactory performance certificate issued by the companies shall be provided.		
12.	Any relevant information/details			

#### **Price Bid format**

SI No.	Ad type	Newspapers	Language	Edition	Hue	Position	No. of	Size of Ad	Rate (incl.
NO.							Ads		GST)
1.	Financial results	Financial Express	English	All India	BW	Inside page	4	320 Sq cm (20 cm (H) X	
	along with QR Code	Kerala Kaumadi	Malayalam	Kochi	BW	Inside page	4	`15 cm (W)	
2.	Only QR Code with other details	Financial Express	English	All India	BW	Inside page	4	(12 cm (H)	
	& without the abstract of Financial results	Kerala Kaumadi	Malayalam	Kochi	BW	Inside page	4	X 20 cm (W)	
3.	AGM/EGM/Postal Ballot related Ads	Financial Express	English	All India	BW	Inside page	2	176 Sq cm (21 cm (H) X 8 cm (W)	
	(2 type of Ads)	Kerala Kaumadi	Malayalam	Kochi	BW	Inside page	2	& 336 sq cm 42 cm (H) X 8 cm (W)	
4.	Any other Ads	Financial Express/ Nav Bharat Times/other newspapers	English	All India	BW	Inside page		Party to provide approximate rate charged per sq.cm	
	Total				1				

- Note 1. Quote shall be separately given for Sl. No.1 & 2. HOCL will decide the Ad type as per the lowest rate.
- Note 2. Rate provided for any other Ads (Sl. N.4) will not be considered for the purpose of deciding L1 party.
- Note 3. The number of Ad for AGM/EGM/Postal Ballot is the minimum requirement and the same may vary based on requirement from time to time, however the size of Ad in this Ad type will remain unchanged.
- Note 4. L1 party will be decided based on the total quoted rate/price after considering the lowest rate provided for Ad type mentioned in SI. No.1 or SI. No.2.

#### PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

We hereby declare that neither we, M/s,
submitting the accompanying Bid/Tender nor any partner/persons involved in
the management of the said advertising agency either in his individual capacity
or as proprietor or managing partner of any firm or concern have or has been
placed on blacklist or holiday list declared by any Government, Financial
Institutions/Banks/Insurance company/Government/ Public/Semi Government
departments/ CPSUs/Private organizations/firms or any of the administrative
ministries, except as indicated below:
(Here give particulars of blacklisting or holiday listing, and in absence there of state "NIL")

It is understood that if this declaration is found to be false in any particular, Hindustan Organic Fluorocarbons Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

PLACE:

DATE:

SIGNATURE OF THE BIDDER

report to OWNER's Safety Department.

## **BID SECURITY DECLARATION**

		working as at I have been authorized		•
understood a	Il the terms & con	of our advertising agency aditions and I am acceptir ed in the Tender docur	ng and I shall	abide by all the
authentic to submitted by also confirme I am aware tl	the best of my k us is in full compl d that there is no d nat furnishing of a	urnished along with the nowledge and belief. It iance with all documents deviation from all terms an ny false information/ fabridesides liabilities towards	is hereby stat issued agains ad conditions as cated docume	ted that the bid t the tender and s per the tender,
-	are the following:		3	
1. I will n	J	er within the stipulated per	riod/ validity pe	eriod or increase
2. I will co	ommence the work	on intimating to start the	work;	
the ter		end the tender or impair or erogate from the tender in		
Date:		Signature of aut	borized officie	d with atoms

# 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

as a the Pro 23	a ded Gel cure Jul 2	claration for neral Cond ment 2020 & 24	m for all bi litions, De No. Jul 2020 d	dders. (Befo efinitions, G 1,	ders & it conto ore completing Sovt Directives 2 ons under Rul onditions).	this dec s applic &	claration, able in	bidders mu respect o 3)	ust study of Public dtd
I.	the			BY AUTHOR	RISED SIGNA	TORY O	F THE B	IDDER	
(full	l 	names),	do	hereby	declare,		•	capacity of	M/s
		rtising agen					(110	ine or bluc	ier entity
	I ha on (GF sha	ve read the the subject Rs), 2017 i	Order (Pu of Restri regarding order with	ublic Procure ctions under restrictions India and co certify	my own perso ement No.1, 2 er Rule 144 ( on procureme omply to all the	& 3) dto xi) of th nt from e provision that	d 23 Jul 2 ne Gener a bidder ons of the	al Financia of a count e Order.	al Rules try which M/s
4.	app M/S sub-which here be Auth I un give entitlega	licable), ha contractor chever is reby certify the considered. nority is attanderstand the enception.	om such a s been reif any) is report applicated at this SU [Where and the subsection of the sub	country or, gistered wind the sum of from such ble), has be supplied by the supplicable, comission of the such ble with law as	is from such a th the Compe  ch a country of peen registere fills all requirer evidence of v  incorrect data by  be a ground f s per Clause 1 hancial Rules (	r, is from the distribution of the country of the c	r (strike of thority. I such a the Com this regal istration or if certificate term Public Or	further ce further ce(nan country (s petent Au and is e by the Co ficate / de(name onination an	ver is not entify that ne of the strike out thority. I eligible to empetent eclaration M/s of bidder and further
DA	TE: _	RISED SIG							

#### **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:
- "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 HFL or its promoters 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 HFL with an intent to gain unfair advantage in the procurement process or for personal gain;

and

vi. "Obstructive practice": materially impede HFL'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 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 TO BID AGAINST TENDER NO\_\_\_\_\_\_ (KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

SL. 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.	☐ Yes, We are on holiday  List/Black List/De-List  ☐ No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	Micro     Medium     Small     No
2-ii	Status of MSE Bidder	<ul><li>□ Manufacturer</li><li>□ Services</li><li>□ Not Applicable</li></ul>
2-iii	Whether MSE bidder is offering product manufactured by him/her	□ Yes □ 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.  SSI/MSME/NSIC/UAM /DIC registration certificate	□ Mention UAM Number □ Not Applicable
3-ii	Submitted valid document against clause no 3i	<ul><li>□ Submitted</li><li>□ Not Applicable</li></ul>
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority	□ Yes □ 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)	□ Yes □ No
4iiI	Submitted certificate against clause no 4ii	<ul><li>□ Submitted</li><li>□ Not Applicable</li></ul>
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY :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 HFL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	□ Agreed □ Not Agreed

#### **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.

Yours faithfully,

Signature and Stamp of bidder

Name of the Bidder :

Place :

Date :