

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

OPEN E- TENDER NOTICE

HOCL Invites Open e Bids under the two bid system for the following item.

Sl.No.	Description of item and Tender No.	Qty (Approx.)
1	Supply of Caustic Soda Lye Rayon Grade conforming to IS-252-1991(Revised IS-252-2013) with consistent concentration of 31 to 49 % HOCL tender ref : MAT/PUR/10776/20	250MT(on 100% basis)

Tender documents may be downloaded from www.hoclindia.com or www.eprocure.gov.in

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

EARNEST MONEY DEPOSIT (EMD) - Rs.40, 500.00

Due Date & time for bid submission : 25.08.2020 at 2.00 pm

Tender Opening Start Time &Date : 26.08.2020 at 2.00 pm

K.R.USHARANI
CHIEF GENERAL MANAGER (MATERIALS)

MAT/PUR/10776/20
M/s.

04.08.2020

Dear Sir,

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites Open e tenders **for supply of 250 MT (100% basis) Caustic Soda Lye.** Detailed specification is given in the tender documents. Approximate requirement for six months shall be 250 MT on 100% basis.

Tender documents are uploaded in HOCL website www.hoclkochi.com and www.eprocure.gov.in

The details of the tender are as shown in **INDEX** enclosed

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

Closing Date of Tender : 25.08.2020 at 2.00 pm
Opening Date of Tender : 26.08.2020 at 2.00 pm

Thanking you,

Yours faithfully,
For Hindustan Organic Chemicals Ltd.

K.R.USHARANI
CGM (MATERIALS)

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GENERAL INSTRUCTIONS TO BIDDERS FOR E- BID SUBMISSION

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

1. HOCL has entered into an Agreement with nic for e procurement through their portal www.eprocure.gov.in. Quotations shall be submitted online on or before the due date and time of closing the tender. The Techno commercial bid containing the Technical specification of the Products and Proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexure. **EMD-Rs.40, 500/-** should be submitted by bank transfer as per details given in Annexure IV. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. The Price bid should be submitted in price bid format given.
2. Techno commercial bid shall be opened electronically on specified date and time given in NIT. Bidders can witness the electronic opening of bid .The date and time of opening of the price bids will be intimated to the technically qualified bidders after evaluation of the Technical bids via email alerts through the valid email confirmed.
3. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the goods in compliance with the same."
4. The bids shall be neatly typed in English language with pages consecutively numbered and shall be signed on all pages by authorized persons. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
5. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
9. Specification of the Product: Specifications of Caustic soda lye shall be furnished along with the Technical Bid.
10. Purchase Preference to Central Public Sector Enterprises of Govt. Of India and MSMEs shall be as per Govt. of India policy in vogue.

SPECIFICATION OF CAUSTIC SODA LYE

Caustic Soda Lye Rayon Grade conforming to IS-252-1991(Revised IS-252-2013) (Latest) With consistent concentration 31% to 49% NaOH basis.

Even though the concentration specified is min 31% to 49%, the supplier have to supply at a specified consistent concentration which may be 31% or 49%.

Test certificate of material to be furnished along with each load.

Eligibility criteria for participating in the bid.

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

1. Only manufacturers or their authorised dealers having sound financial capability and who can supply the Caustic Soda Lye as per the specification enclosed should submit the offers. Vendors who have been blacklisted in the past by any PSU shall not submit the bids.
2. Vendors must have executed orders of minimum value of Rs.1.62 crores for similar items in the last 3 financial years.
3. Vendor should have executed at least one order of minimum value of Rs 40.50 lakhs for similar items in the last 3 financial years.
4. Vendor shall submit a solvency certificate of a scheduled bank worth minimum Rs.20.25 lakhs.
5. Vendors who are already registered with HOCL for the supply of Caustic soda lye are not required to furnish credentials against point no 2, 3 and 4.

Documentary evidence for all above parameters is to be furnished by the bidder with the technical bid.

GENERAL CONDITIONS OF TENDER MAT/PUR/10742/19

1. **VALIDITY OF OFFER** : Offer shall be valid for a minimum period of 60 days from the last date of submission stipulated for the tender. The tendered quantity is the requirement for SIX MONTHS and will have to be supplied as per the despatch schedule given by HOCL

2. **SUBMISSION OF BIDS** : Bids shall be uploaded as per the instructions given in Annexure I.

3. **EARNEST MONEY DEPOSIT (EMD)** : A refundable **EMD of Rs.40,500/-**, to be submitted along with the technical bid. EMD may be submitted in the form of Bank transfer through our banker M/s State Bank Of India, Ambalamedu Branch, A/c No:10342163665; IFS Code:SBIN0001108. Details of bank transfer should be indicated in your technical offer. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. EMD of the successful tender may be adjusted against the security Deposit payable. EMD of unsuccessful bidder will be returned after finalization of the tender. EMD of a tenderer shall be forfeited if he withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.

PSUs and Vendors registered with MSME need not submit EMD, but have to submit valid NSIC registration/UAM/exemption certificate along with the Techno-commercial bid.

4. **Security Deposit**: Successful bidder will have to pay a Security deposit of 5% of the order value towards satisfactory performance of the contract. SD has to be submitted by way of Bank Guarantee from a Scheduled bank within 21 days of placement of Order. SD will be forfeited in the event of any breach of contract by the supplier. SD will be refunded to the contractor within 60 days of completion of contract. PSU s are exempted from payment of Security Deposit. Vendors registered with NSIC is also exempted from security deposit for an amount equal to the monetary limit mentioned in the certificate

5. **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 reason.

6. **QUANTITY** : The quantity of **250 MT** is the tentative total quantity for supply during 6 months from the date of placement of purchase order. The actual quantity however may vary in the range +/-10% and no guarantee can be given for minimum quantity of monthly upliftment or total upliftment.

Contd.....2/-

7. **SPLITTING OF PURCHASE ORDERS** :HOCL reserves the right to split the quantity of 250MT among two vendors in the ratio of 70:30 to ensure the continuity of supply. The splitting will be as follows. The lowest quoted vendor will be awarded 70% of the tender quantity and L2 will be awarded 30 % of quantity provided he matches the L1 rate. If L2 does not match the L1 rate, then L3 will be offered to match the L1 rate and so on. If no party matches the L1 rate, the full quantity will be ordered on L1 vendor. If an approved vendor who is supplying to HOCL Kochi for the first time becomes L1, then the splitting ratio will be 50:30:20 between the L1, L2 & L3 vendors on matching the L1 rate. The performance of the new vendor will be closely monitored for the first two months with regards to Quality of material supplied and adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOC may cancel the order and allot the quantity between the next 2 lowest vendors following 70:30 ratios.

8. **QUALITY**: CAUSTIC SODA LYE offered must confirm to the specifications given in the scope of tender, Annexure-II. Any bid received for LYE other than of above specification shall be rejected.

9. **PRICE**: The price quoted shall be for delivery at our factory at Ambalamugal, Ernakulam District, Kerala state. The price quoted by the vendor shall remain firm during the period of contract.

10. **PAYMENT TERMS**: Payment shall be released by HOCL within 30 days of receipt and acceptance of the material at HOCL site

11. **INSURANCE** : HOCL shall arrange the transit insurance for the materials.. However, the vendor shall promptly inform HOCL regarding despatches for arranging insurance.The transporter engaged shouldhave necessary public liability insurance coverage.

12. **SUPPLY SCHEDULE**: In the event of placement of purchase order on a vendor, HOCL shall be intimating the supply schedule 1 to 2 days in advance and vendor shall be bound to supply the lye as per the schedule.

13. **INSPECTION** : Weights and measures recorded at HOCL weighbridge will be treated as final. Sample of each consignment will be analysed at our laboratory & products meeting our approved specification only will be accepted.Payments will be released only for the accepted quantity as per the HOCL weighbridge and Lab analysis.

14.**RIGHT TO PROCURE FROM ALTERNATIVE SOURCE** : In the event of non-supply by the vendor on whom purchase order is placed, HOCL reserves the right to procure caustic soda lye of same quality from an alternative source at the cost and risk of the Vendor.

Contd.....3/-

15. **OPENING OF BIDS** : Techno commercial bids will be opened electronically at **2.00 pm on 26.08.2020** in presence of attending bidders. HOCL, after evaluation of the techno commercial bids, will subsequently inform all those technically acceptable vendors regarding the date and time of opening of the price bids.

16. **DISPUTES** : In the event of a contract being executed, all cases of disputes between seller and buyer shall be settled through arbitration as per Indian arbitration and Conciliation act 1996 or any amendments from time to time. The decision of the arbitration shall be final and binding on both the parties.

17. **PURCHASE/PRICE PREFERANCE**: Purchase /Price Preference or any other concessions applicable for SSI Units /PSUs will be as per latest Government Of India Directives. For availing this benefit, the bidder should make their claim in the Technical Bids itself and enclose necessary documentary evidence to prove their eligibility.

18. **INTEGRITY PACT** : As per CVC Guidelines in the event of order placement, parties whom the order is placed has to sign Integrity Pact if the purchase order value is 50 lac or above. Format is given along with tender document as annexure-VI

COMMERCIAL TERM FORMAT

(To be printed on your letter head & uploaded)

(Please fill up the details mentioned below in your letter head and upload along with your bid)

Name and Address of Organization:

Phone & Fax No:

GSTIN :

E-mail id for correspondence:

Contact Person Name and Mobile No:

Whether registered with MSME/NSIC:
(If so pl. enclose documentary proof)

Payment Term offered:

Validity of offer:

Taxes Applicable:

Deviation in specification if any:

I/We here by confirm that, I/We have not been blacklisted in the past by any Public Sector Undertakings/ Government organizations.

Signature and Stamp

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

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

And

.....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 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced / interested persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code/Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Contd...2/-

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

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

Contd...3/-

Section 3- Disqualification from tender process and exclusion from future contracts

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

Section 4- Compensation for Damages

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

Section 5- Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in India conforming to the anti- corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

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

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating Bidder(s)/ Contractor(s) /Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Contd...4/-

Section 8 - Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.

8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman and Managing Director of HOCL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, ie., Navi Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

For & On behalf of the Principal (Office Seal)

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

Place:

Date

Witness 1
(Name & Address).....-

Witness 2:
(Name & Address).....

