

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-07-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-07-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals
Organisation Name/संगठन का नाम	Hindustan Organic Chemicals Limited
Office Name/कार्यालय का नाम	Ambalamugal,ernakulam
Total Quantity/कुल मात्रा	8000
Item Category/मद केटेगरी	2 ETHYL ANTHRA QUINON
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (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
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having

supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## 2 ETHYL ANTHRA QUINON ( 8000 kilogram )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	8000	30

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 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

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 5. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 6. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 7. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary

product having highest value should meet this criterion.

**8. Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

**9. Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**10. Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

**11. Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**12. 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.

**13. Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**14. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**15. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**16. 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 25% of total value.

#### **17. Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### **18. 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.

#### **19. Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### **20. Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### **21. Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

SUBMIT OFFERED PRODUCT SPECIFICATION, COA, TEST REPORT AS MENTIONED IN DOCUMENTS

#### **22. 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.

### 23. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

### 24. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

### 25. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Detailed Product specification & Analysis Report should be submitted along with offer.
2. NABL accredited lab test certificate should be provide along with supply.
3. The sucessful bidder shall forward us a pre despatch sample before supply of item.
4. Please submit duly signed and stamped specification and tender terms along with technical bid.
5. Documents satisfying eligibility criteria should be provided along with offer.
6. Commercial Terms, Bid security declaration, Compliance form for land border, Integrity Pact as per give n annexures should be filled, signed and submitted along with technical bid.
7. Technical evaluation will be done as per our specification given.
8. ARBITRATION OF DISPUTES : All disputes, differences, questions and claims arising out of, under or touc hing upon this Tender /Agreement/ Purchase Order/Work Order shall be settled amicably between the part

ies through mutual discussion and failing that, such disputes, difference, questions or claims shall be referred for resolution through arbitration to the India International Arbitration Centre or a Sole Arbitrator to be appointed by the Chairman-cum-Managing Director of HOCL and the award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

## 26. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

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 [attached categories](#), 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.

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.



This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**



हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड HINDUSTAN ORGANIC CHEMICALS LTD  
(भारत सरकार का उद्यम A Government of India Enterprise)  
अंबलमुगल, कोची AMBALAMUGAL, COCHIN – 682 302  
दूरभाष Phone: (0484) 2720911, [www.hoclindia.com](http://www.hoclindia.com)

MAT/PUR/50361/24

19.06.2024

M/s.

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 e-tenders for supply of **8000 KG of 2 ETHYL ANTHRA QUINON (2 EAQ)**.

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

Thanking you,

Yours faithfully,

For Hindustan Organic Chemicals Ltd.

**B.BALACHANDRAN**  
**GENERAL MANAGER (MATERIALS/MSS)**

**INDEX - TENDER NOTICE FOR 2 EAQ**

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**ANNEXURE- I****GENERAL INSTRUCTIONS TO BIDDERS FOR 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. 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 Annexures.
2. Techno commercial bid shall be opened electronically on specified date and time.
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. Purchase Preference to Central Public Sector Enterprises of Govt. of India and MSME's shall be as per Govt. of India policy in vogue.

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**ANNEXURE - II****SPECIFICATION OF 2EAQ (REFINED GRADE FOR HYDROGEN PEROXIDE PRODUCTION PROCESS)**

<b>Appearance</b>	<b>: Solid Yellow Flakes</b>
<b>2-EAQ contents</b>	<b>: 98.5% (min)</b>
<b>Chloride</b>	<b>: 40.0 ppm (max)</b>
<b>Iron</b>	<b>: 5 ppm (max)</b>
<b>Sulphur</b>	<b>: 10 ppm (max)</b>
<b>Toluene insoluble</b>	<b>: 0.05% (max)</b>
<b>Melting Point</b>	<b>: 107.0 – 111.0C (Melting range 2.0 C max)</b>
<b>Acidity, mg KOH/g</b>	<b>: 0.05 (max)</b>
<b>Ash, % w/w</b>	<b>: 0.05 (max)</b>

- **PRODUCT SPECIFICATION & ANALYSIS CERTIFICATE SHOULD BE SUBMITTED ALONG WITH OFFER.**
- **NABL ACCREDITED LAB TEST CERTIFICATE SHOULD BE PROVIDE ALONG WITH SUPPLY**
- **THE SUCESSFUL BIDDER SHALL FORWARD US A PRE DESPATCH SAMPLE BEFORE SUPPLY OF ITEM.**

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**ANNEXURE - III****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 authorized dealers having sound financial capability and who can supply 2 EAQ 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. Vendor should have sufficient technical and commercial capability to supply the materials as per HOCL requirements'.
3. Vendor must have executed orders of minimum value of Rs.1.24 Cr for similar items in the last three financial years'.
4. Vendor should have executed at least one order of minimum value of Rs.31.20 lakhs for the similar items in the last three financial years
5. Vendor should submit balance sheet (Profit & Loss) for last three financial years.
6. Vendor should upload the satisfactory performance certificate/ Purchase Order copies from renowned customer.
7. Documentary evidence for all the above parameters is to be furnished by the bidder along with the Technical bid. However, the existing registered vendors of HOCL (for the said item) who were enlisted after ascertaining the above parameters may be exempted from furnishing the details against point no. 3,4,5 and 6.
8. MSE vendors as well as starts ups are eligible for relaxation on condition of prior turn over and prior experience subject to meeting of quality and technical specifications.
9. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). Such bidders should submit the valid copy of registration certificate along with tender.

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## ANNEXURE- IV

**TERMS AND CONDITIONS OF THE TENDER**

1. **QUALITY**: -The product offered should be as per the material specification enclosed herewith. Please confirm each parameters of our Spec. for your offer. In case of placing the purchase order to a bidder, they should supply a sample packet of 1 kg from the proposed batch of the product to be supplied and shall supply the material after getting confirmation from HOCL.
2. **QUANTITY**: - 8000 KG
3. **WEIGHMENT**:-Weights and measures recorded at HOCL Weigh Bridge will be treated as final.
4. **PACKING**: - To be packed in damp proof **25Kg / 50Kg Fibre drum** for both Foreign and Domestic Suppliers.  
For foreign suppliers: Packing should be suitable for sea-worthy transportation with necessary marking as per International standards  
For domestic suppliers: it should be suitable for road transportation.
5. **PRICES** : -  
For foreign suppliers: The price quoted should be on CIF Kochi per KG basis in USD only.  
For Indian suppliers : The rates shall be quoted in Indian Rupees per Kg on delivered basis.  
Please indicate the GST rate, HSN code and GSTIN of your firm. Purchaser's GSTIN is 32AAACH2663P1ZG.
6. **PRICE COMPARISON**:-The Price bid formula given in the BOQ is applicable only for Manufactures/Dealers quoting in Indian Rupees and supplying from within India.  
For foreign suppliers, mention the rate in USD in respective column on BOQ and the rate comparison will be done manually. The currency of the tendered price will be converted to Indian Rupees based on RBI Exchange rate applicable on the date of opening of Price bid or nearest available date.
7. **PAYMENT TERMS**: -  
For import orders : Payment terms shall be through irrevocable L/C against dispatch documents and with interest free credit for 30 days period.  
For Indian suppliers : The payment terms shall be within 30 days of receipt & acceptance of materials at our site.
8. **RECEIPT PORT**: - The product should be dispatched to Cochin Port, Kerala, India for Overseas supply.
9. **INSURANCE**: - Supplier shall inform details of despatch so that Insurance can be arranged by HOCL. As soon as the material is dispatched please intimate the details to us by Mail.
10. It is your responsibility to safely deliver the products to our site in sound and fit road tankers.
11. **PURCHASE/PRICE PREFERENCE**: 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 Bids itself and enclose necessary documentary evidence to prove their eligibility.

**12. DOCUMENTATION FOR IMPORTS:-**

Foreign Sellers to provide following documents to the Bank within 21 days of B/L date or as per LC condition.

- i. Bill of Lading corresponding to the quantity as certified by the surveyor – 3 originals and 3 non-negotiable.
- ii. Commercial Invoice – 2 Original and 2 copies
- iii. Certificate of Origin issued by Chamber of Commerce/Department of Trade-1 original and 3 copies.
- iv. Certificate of analysis/quality – 1 original and 3 copies
- v. MSDS
- vi. Packing list – 1 original and 3 copies
- vii. Insurance Certificate- 1 original and 1 copy
- viii. Vessel Certification-1 original and 1 copy
- ix. Any other documents or additional copies required as per LC conditions.

One set of copies of above documents to be mailed as well as couriered to HOCL immediately on dispatch of goods.

Domestic suppliers may submit relevant documents pertaining to domestic transactions.

- i. GST Invoice.
- ii. Manufacturer's test certificate & NABL Accredited COA certificate
- iii. MSDS
- iv. Packing list

**13. 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 the item of same quality from an alternative source at the cost and risk of the Vendor.

**14. 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) Vendor not agreeing with the general conditions of the tender, (d) Not enclosing any particular documents asked for , (e) Any other valid reason.  
Also company reserves the right to reject any or all offers without assigning any reason and opinion/decision of the company in the matter shall be final and conclusive.

**15. SIGNING AND SEALING ON ALL PAGES OF BID:-** The vendor shall sign and seal on all the pages of the bids submitted failing which bids are liable to be rejected.

**16. LIQUIDATED DAMAGES:-** In the event of the supplier's failure to deliver the goods by the dates specified in the contract, the purchaser may without prejudice to his any other rights hereunder, recover from the supplier liquidated damages @ 0.5 percent per week of delay of the contract price of the undelivered goods, subject to a maximum of 5 %.

**17. RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA :-**

- a) Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020 )Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.



- b) All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure VII along with the bid.

**19. INTEGRITY PACT:-** Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-IX. 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.

**20. ARBITRATION OF DISPUTES:** All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion and failing that, such disputes, difference, questions or claims shall be referred for resolution through arbitration to the India International Arbitration Centre or a Sole Arbitrator to be appointed by the Chairman-cum-Managing Director of HOCL and the award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

**21. JURISDICTION:-** All questions, disputes or differences arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala, India only.

**22. NOTE :-** The requirement will also be floated through NIC portal and order will be finalized on the most competitive offer among the technically accepted offer received against both the portals.

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ANNEXURE V-A		
COMMERCIAL TERM FORMAT		
(Please fill up the details mentioned below in your letter head and upload along with your bid)		
ALL THE DETAILS ASKED BELOW MAY BE FURNISHED ON YOUR LETTER HEAD. SEPARATE SHEETS MAY BE ATTACHED WHEREVER SPACE IS FOUND TO BE INSUFFICIENT. NOT FURNISHING COMPLETE INFORMATION WILL LEAD TO REJECTION OF APPLICATION.		
I.FOR OFFERS THROUGH NIC CPP PORTAL, VENDORS CAN OFFER THEIR BASIC RATE AND GST IN THE BOQ ITSELF II. FOR OFFERS THROUGH GEM PORTAL, RATE QUOTED SHOULD BE INCLUSIVE OF GST. (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)		
Sl.No	DETAILS REQUIRED	
1	Name and Address of Organization	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	List of orders executed in India for 2EAQ with supporting documents:	
8	Guarantee/warranty applicable for the product you have quoted: (Details to be uploaded along with technical bid)	
9	Packing details of the product offered (HOCL require material in 25kg/50 kg fibre drum packing only)	
10	Certificates provided along with supply:	
11	Payment Term offered :	
12	Terms of delivery offered :	
13	Validity of offer	
14	Delivery period	
15	Deviation in specification/ terms and conditions if any	
Signature and Stamp		

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

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

**ANNEXURE V- C****COMMERCIAL TERM FORMAT**

(For Purchase Order/ Work Order with estimated value more than FIVE Lakhs)

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

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

NAME OF BIDDER: .....

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

**SELF DECLARATION OF LOCAL CONTENT**

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

**Definitions**

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

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

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

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

DATE

SIGNATURE AND STAMP

**ANNEXURE-VI****BID SECURITY DECLARATION****ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO \_\_\_\_\_****I/We.....hereby declare that:**

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

**NAME AND ADDRESS OF THE BIDDER****PLACE:****DATE:****SIGNATURE AND STAMP OF THE BIDDER**

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

Date:

**TO WHOMSOEVER IT MAY CONCERNS**

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

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

Or .

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

Or

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

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

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

Name of the Bidder

Stamp & Signature of the Bidder

**ANNEXURE-VII****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 Ambalamugal PO, Ernakulam Dist.,Kerala-682302 hereinafter referred to as "The Principal",

And

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

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

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

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

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

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

**Section 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.



2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5- Previous transgression**

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

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

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

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

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

#### **Section 8 - Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to

Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

**10. Independent External Monitor Details:**

- i. Name: Arun Kumar Gupta  
Mob No.:9833880764  
Address: E-68B, Nandanvan CHS.  
Sector 17, Nerul,  
Navi Mumbai, Maharashtra, Pin-400706  
E-mail ID: [guptaarung55@rediffmail.com](mailto:guptaarung55@rediffmail.com)

**Section 9 - Pact Duration**

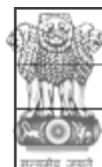
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other bidder(s) 6 months after the contract has been awarded.

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

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ambalamugal PO, Ernakulam Dist.,Kerala-682302.
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)



Government  
eProcurement  
System

## eProcurement System Government of India

### Tender Details

Date : 20-Jun-2024 10:01 AM

Print

#### Basic Details

Organisation Chain	Hindustan Organic Chemicals Limited  Materials Department - HOCL		
Tender Reference Number	MAT/PUR/50361/24		
Tender ID	2024_HOCL_812483_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

#### Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	SUBMIT OFFERED PRODUCT SPECIFICATION,ANALYSIS CERTIFICATE AND TEST REPORT
		.pdf	DOCUMENTS SATISFYING ELIGIBILITY CRITERIA
		.pdf	TENDER TERMS AND CONDITIONS DULY SIGNED AND STAMPED.DEVIATION IF ANY,PLEASE INDICATE.
		.pdf	COMMERCIALTERM FORMAT IN YOUR LETTER HEAD AS PER THE FORMAT GIVEN IN TENDER TERMS ANNEXURE
		.pdf	BID SECURITY DECLARATION AND COMPLIANCE FORM,DULY FILLED,SIGNED AND STAMPED AS PER ANNEXURES
		.pdf	UNPRICED BOQ.PLEASE MENTION QUOTED OR NOT QUOTED IN RESPECTIVE COLUMNS.
		.pdf	INTEGRITY PACT DULY FILLED,SIGNED AND STAMPED AS PER ANNEXURES GIVEN
2	Finance	.xls	BOQ

#### Tender Fee Details, [Total Fee in ₹ \* - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil

#### EMD Fee Details

EMD Amount in ₹	0.00	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA

Tender Fee Exemption Allowed	No	EMD Payable To	Nil	EMD Payable At	Nil
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[Click to view modification history](#)

Work / Item(s)					
Title	TENDER FOR THE SUPPLY OF 2 ETHYL ANTHRA QUINON-2EAQ				
Work Description	TENDER FOR THE SUPPLY OF 2 ETHYL ANTHRA QUINON-2EAQ				
Pre Qualification Details	Please refer tender documents				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	64,58,000	Product Category	Consumables- Raw materials	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	60	Period Of Work(Days)	30
Location	HOCL, AMBALAMUGAL	Pincode	682302	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	HOCL, AMBALAMUGAL
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	19-Jun-2024 06:30 PM	Bid Opening Date	04-Jul-2024 02:00 PM
Document Download / Sale Start Date	19-Jun-2024 06:40 PM	Document Download / Sale End Date	03-Jul-2024 02:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	19-Jun-2024 06:45 PM	Bid Submission End Date	03-Jul-2024 02:00 PM

Tender Documents				
NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	TENDER NOTICE	79.25
Work Item Documents	S.No	Document Type	Document Name	Description
	1	Tender Documents	TERMS.pdf	TENDER TERMS
	2	BOQ	BOQ_853861.xls	BILL OF QUANTITIES

Auto Extension Corrigendum Properties for Tender		
Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	7

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	rajanknairhoc@gmail.com	RAJAN K	RAJAN K
2.	b.balachandran@hoclindia.com	BALACHANDRAN B	BALACHANDRAN BALAKRISHNANNAIR
3.	sk.mitharwal@hoclindia.com	SURENDRAKUMAR MITHARWAL	Surendra Kumar Mitharwal

**GeMARPTS Details**

<b>Reason for non availability of GeMARPTS ID</b>	Urgent nature of Procurement
<b>Remarks</b>	Considering the chance of non receipt of offer /over rated offer through GeM portal , HOCL has decided to float the requirement of 2 EAQ through GeM Portal as well as NIC Portal .
<b>Document Name</b>	EXEMP.pdf
<b>Document Size (in KB)</b>	20.51

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	AGREED
2	<a href="#">MSEs Order 2012</a>	Agree	AGREED

**Tender Inviting Authority**

<b>Name</b>	GM MATERIALS
<b>Address</b>	HOCL,AMBALAMUGAL,ERNAKULAM,682302

**Tender Creator Details**

<b>Created By</b>	BALACHANDRAN B
<b>Designation</b>	GM (MATERIALS)
<b>Created Date</b>	19-Jun-2024 04:51 PM



हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड HINDUSTAN ORGANIC CHEMICALS LTD  
(भारत सरकार का उद्यम A Government of India Enterprise)  
अंबलमुगल, कोची AMBALAMUGAL, COCHIN – 682 302  
दूरभाष Phone: (0484) 2720911, [www.hoclindia.com](http://www.hoclindia.com)

MAT/PUR/50361/24

19.06.2024

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 e tenders for the supply of **8000 KG of 2 ETHYLANTHRAQUINON (2 EAQ)** as per detailed specification attached. HOCL has entered into an agreement with M/s NIC for e-procurement through their portal [www.eprocure.gov.in](http://www.eprocure.gov.in). You may please get registered as a vendor with NIC for participating in this tender.

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

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

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

**Closing Date of Tender : 03.07.2024 at 2.00 PM**

**Opening Date of Tender : 04.07.2024 at 2.00 PM**

**बयानाजमाधनराशि EARNEST MONEY DEPOSIT (EMD) - शून्य NIL**

धन्यवाद Thanking you,  
भवदीय Yours Faithfully,

कृते हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड  
For Hindustan Organic Chemicals Limited  
(GSTIN: 32AAACH2663P1ZG)

B.BALACHANDRAN  
GM (MATERIALS/MSS)

**INDEX – TENDER NOTICE FOR THE PROCUREMENT OF 2 ETHYLANTHRAQUINON (2 EAQ)**

1	Instructions for Online Submission	Annexure-I
2	General instructions to the bidders for bid submission	Annexure-II
3	Technical specification of 2 EAQ	Annexure-III
4	Eligibility criteria for participating in the bid	Annexure-IV
5	Terms and conditions of the tender	Annexure-V
6	Commercial Term Format	Annexure-VI–A,B & C
7	Bid Security Declaration	Annexure-VII
8	Compliance To Clause W.R.T Mandatory Registration Of Vendors From Countries Sharing Land Border With India, With DPIIT	Annexure-VIII
9	Integrity Pact Format	Annexure-IX



### ऑनलाइन प्रस्तुतीकरण के लिए अनुदेश Instructions for Online Submission

बोलीदाताओं को अपनी बोलियों की सॉफ्ट प्रतियाँ मान्य डिजिटल सिग्नेचर सर्टिफिकेट का उपयोग करके सीपीपी पोर्टल पर इलेक्ट्रॉनिक माध्यम से जमा करनी है। नीचे दिए गए निर्देश सीपीपी पोर्टल पर पंजीकरण करने में बोली लगाने वालों की सहायता करने, उनकी बोलियों को आवश्यकताओं के अनुसार तैयार करने और अपनी बोलियों को सीपीपी पोर्टल पर ऑनलाइन जमा करने के लिए हैं।

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

सीपीपी पोर्टल पर ऑनलाइन बोलियाँ प्रस्तुत करने के लिए उपयोगी जानकारी:

<https://eprocure.gov.in/eprocure/app> पर प्राप्त की जा सकती है।

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

### **पंजीकरण REGISTRATION**

- बोलीदाताओं को सीपीपी पोर्टल पर "ऑनलाइन बोली नामांकन" लिंक पर क्लिक करके केंद्रीय सार्वजनिक खरीद पोर्टल के ई-प्रोक्योरमेंट मॉड्यूल) URL: <https://eprocure.gov.in/eprocure/app> पर नामांकन करना आवश्यक है जो निःशुल्क है।  
Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- नामांकन प्रक्रिया के भाग के रूप में, बोलीदाताओं को एक विशिष्ट उपयोगकर्ता नाम चुनना होगा और उनके खातों के लिए एक पासवर्ड निर्दिष्ट करना होगा।  
As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- बोलीदाताओं को सलाह दी जाती है कि वे पंजीकरण प्रक्रिया के रूप में अपना वैध ईमेल पता और मोबाइल नंबर पंजीकृत करें। इनका उपयोग सीपीपी पोर्टल के किसी भी संचार के लिए किया जाएगा।  
Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- नामांकन के बाद, बोलीदाताओं को अपने प्रोफाइल के साथ सीसीईडिया (जैसे Sify / nCode / eMudhra आदि) द्वारा मान्यता प्राप्त किसी भी प्रमाणन प्राधिकरण द्वारा जारी किए गए वैध डिजिटल हस्ताक्षर प्रमाणपत्र) डीएससी (मुख्य उपयोग पर हस्ताक्षर करने के साथ कक्षा III प्रमाणपत्र (को पंजीकृत करने की आवश्यकता होगी)।  
Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- बोलीदाता द्वारा केवल एक वैध डीएससी को पंजीकृत करना चाहिए। कृपया ध्यान दें कि बोलीदाता यह सुनिश्चित करने के लिए ज़िम्मेदार हैं कि वे अपने डीएससी को दूसरों को उधार न दें, जिससे इसका दुरुपयोग हो सकता है।  
Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- बोलीदाता तब अपनी यूजर आईडी / पासवर्ड और डीएससी / ई-टोकन के पासवर्ड को दर्ज करके सुरक्षित लॉग-इन के माध्यम से साइट पर जा सकता है।  
Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## निविदादस्तावेजोंकेलिएखोजSEARCHING FOR TENDER DOCUMENTS

1. सीपीपीपोर्टलमेंविभिन्नखोजविकल्पबनाएगएहैं, जिससेबोलीदाताओंकोकईमापदंडोंद्वारासक्रियनिविदाएंखोजनेमेंसुविधाहो।इनमापदंडोंमेंटेंडरआईडी, संगठनकानाम, स्थान, दिनांक, मूल्यआदिशामिलहोसकतेहैं।निविदाओंकेलिएउन्नतखोजकाएकविकल्पभीहै, जिसमेंबोलीदातासीपीपीपोर्टलपरप्रकाशितनिविदाकेलिएखोजकरनेकेलिएकईखोजमापदंडोंजैसेकिसंगठनकानाम, अनुबंधकाप्रारूप, स्थान,दिनांक, अन्यकीवर्डआदिजोड़सकतेहैं।  
There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. एकबारबोलीदाताओंनेउननिविदाओंकाचयनकरलियाहैजिनमेंवेरुचिरखतेहैं, वेआवश्यकदस्तावेज / निविदाकार्यक्रमडाउनलोडकरसकतेहैं।इननिविदाओंकोसंबंधित "मड्टेंडर"/फ़ोल्डरमेंलेजायाजासकताहै।यहसीपीपीपोर्टलकोएसएमएस / ई-मेलकेमाध्यमसेबोलीलगानेवालोंकोयदिनिविदादस्तावेजमेंकोईभीशुद्धिपत्रजारीकियागया, सूचितकरनेमेंसक्षमकरेगा।  
Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. बोलीदाताकोप्रत्येकनिविदाकोसौपीगईअद्वितीयनिविदाआईडीकोनोटकरनाचाहिए, यदिवेहेल्पडेस्कसेकोईस्पष्टीकरण / सहायताप्राप्तकरनाचाहतेहैं।  
The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## बोलीकीतैयारीPREPARATION OF BIDS

1. बोलीदाताकोअपनीबोलियांजमाकरनेसेपहलेनिविदादस्तावेजपरप्रकाशितकीसीभीशुद्धिपत्रपरविचारकरनाचाहिए।  
Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. बोलीकेसाथप्रस्तुतकिएजानेवालेआवश्यकदस्तावेजोंकोसमझनेकेलिएकृपयानिविदाविज्ञापनऔरनिविदादस्तावेजकोध्यानसेपढ़ें।कृपयाउनकवरोंकीसंख्यापरध्यानदेंजिनमेंबोलीदस्तावेजजमाकरनेहैं, दस्तावेजोंकीसंख्या -  
प्रत्येकदस्तावेजकेनामऔरसामग्रीसहितजिन्हेंप्रस्तुतकरनेकीआवश्यकताहै।इनमेंसेकीसीभीविचलनसेबोलीकीअस्वीकृतिहोसकतीहै।  
Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. बोलीदाताको, पहलेहीनिविदादस्तावेज / अनुसूचीमेंदर्शाएअनुसारप्रस्तुतकिएजानेवालेबोलीदस्तावेजतैयारकरनाचाहिएऔरआमतौरपर, वेपीडीएफ/एक्सएलएस/आरएआर/डीडब्ल्यूएफ / जेपीजीप्रारूपोंमेंहोसकतेहैं।बोलीदस्तावेजोंकोकालेऔरसफेदविकल्पकेसाथ100डीपीआईकेसाथस्कैन कियाजासकताहैजोस्कैनकिंगएदस्तावेजकेआकारकोकमकरनेमेंमददकरताहै।

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- मानक दस्तावेजों जिनको प्रत्येक बोली के साथ प्रस्तुत करने की आवश्यकता होती है, के एक जैसे सेट को अपलोड करने में लगने वाले समय और प्रयास से बचने के लिए, ऐसे मानक दस्तावेजों (जैसे पैन कार्ड प्रति, वार्षिक रिपोर्ट, लेखापरीक्षा प्रमाण पत्र आदि) को अपलोड करने का प्रावधान बोली दाताओं को प्रदान किया गया है। बोली दाता इस तरह के दस्तावेज अपलोड करने के लिए उनको उपलब्ध "मेरा स्थान" या "अन्य महत्वपूर्ण दस्तावेज" स्थान का उपयोग कर सकते हैं। ये दस्तावेज सीधे बोली लगाते समय मेरा स्थान "से प्रस्तुत किया जा सकता है, और बार-बार अपलोड करने की आवश्यकता नहीं है। इससे बोली प्रस्तुत करने की प्रक्रिया के लिए आवश्यक समय में कमी आएगी।

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**नोट:** मई डोक्यूमेंट स्थान केवल अपलोड करने की प्रक्रिया को आसान बनाने के लिए बोली दाताओं को दिया गया एक संग्रह स्थान है। यदि बोली दाता ने मई डोक्यूमेंट स्थान में अपने दस्तावेज अपलोड किए हैं, तो यह इन दस्तावेजों को तकनीकी बोली के हिस्से के रूप में स्वयं सुनिश्चित नहीं कर सकता है।

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

## बोली की प्रस्तुति SUBMISSION OF BIDS

- बोली दाता को बोली जमा करने के लिए पहले से साइट पर लॉग इन करना चाहिए ताकि वे बोली समय पर अपलोड कर सकें या निबोली प्रस्तुति समय पर या उससे पहले कर सकें हैं। बोली दाता अन्य विषयों के कारण किसी भी देरी के लिए जिम्मेदार होगा।  
Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- बोली दाता को डिजिटली हस्ताक्षर करना होगा और आवश्यक बोली दस्तावेजों को एक-एक करके अपलोड करना होगा जैसे कि निविदा दस्तावेज में दर्शाया गया है।  
The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- बोली दाता को यथालागु निविदा शुल्क / ईएमडी के भुगतान के लिए ऑफ़लाइन "भुगतान विकल्प का चयन करना है और लिखत के विवरण दर्ज करना है।  
Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- बोली दाता को निविदा दस्तावेज में निर्दिष्ट निर्देशों के अनुसार ईएमडी तैयार करना चाहिए। मूल प्रतिको बोली जमा करने की अंतिम तिथित कयानि विदा दस्तावेजों में निर्दिष्ट अनुसार, डाक / कूरियर द्वारा / संबंधित अधिकारी को व्यक्तिगत रूप से दिया जाना चाहिए। भौतिक रूप से भेजे गए डीडी / किसी भी अन्य स्वीकृत लिखत का विवरण, स्कैन की गयी कॉपी में उपलब्ध विवरण और बोली जमा करने के समय दर्ज किए गए एडेटा के साथ मेल खाना चाहिए। अन्यथा अपलोड की गई बोली अस्वीकार कर दी जाएगी।

Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by

the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5 बोलीदाताओं से यह नोट करने का अनुरोध है कि उनको प्रदान की गई प्रारूप में अपनी वित्तीय बोलियां अवश्य रूप से प्रस्तुत करना चाहिए और कोई अन्य प्रारूप स्वीकार्य नहीं है। यदि निविदा बोली के साथ मूल्य बोली को एक मानक बी ओक्यू (BoQ) प्रारूप के रूप में दिया गया है, तो वही डाउनलोड किया जाना है और सभी बोलीदाताओं द्वारा भरा जाना है। बोलीदाताओं को बी ओक्यू (BoQ) फ़ाइल डाउनलोड करना, उसे खोना और अपने संबंधित वित्तीय भाव और अन्य विवरणों (जैसे बोलीदाता का नाम (के साथ सफेद रंग) असुरक्षित (स्थानों को पूरा करने की आवश्यकता होती है। किसी भी अन्य स्थानों में बदलाव नहीं करना चाहिए। एक बार विवरण पूरा हो जाने के बाद, बोलीदाता को फ़ाइल सेव करके नाम बदल ले बिना इसे ऑनलाइन प्रस्तुत करना चाहिए। यदि बी ओक्यू (BoQ) फ़ाइल को बोलीदाता द्वारा संशोधित पाया जाता है, तो बोली अस्वीकार कर दी जाएगी।

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6 सर्वर समय) जिसे बोलीदाताओं के डैशबोर्ड पर प्रदर्शित किया जाता है (को बोलीदाताओं द्वारा बोलियां प्रस्तुत करने के लिए समय सीमा को संदर्भित करने, बोलियां खोलने आदिके लिए मानक समय माना जाएगा। बोली प्रस्तुतिके दौरान बोलीदाताओं को इस समय का पालन करना चाहिए।

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

- 7 डेटा की गोपनीयता सुनिश्चित करने के लिए बोलीदाताओं द्वारा प्रस्तुत किए गए संपूर्ण दस्तावेजों को पीकेआईकूट लेखन) एन्क्रिप्शन (तकनीकों का उपयोग करके कूट) एन्क्रिप्ट (किया जाएगा। दर्ज किया गया डेटा अनधिकृत व्यक्तियों द्वारा बोली खोलने के समय तक नहीं देखा जा सकता है। बोलियों की गोपनीयता सुरक्षित सॉफ्टवेयर 128 बिट एन्क्रिप्शन प्रौद्योगिकी का उपयोग करके बनाए रखी जाती है। संवेदनशील क्षेत्रों का डेटा संग्रह एन्क्रिप्शन किया जाता है। सर्वर पर अपलोड किए गए कोई भी बोली दस्तावेज सिस्टम द्वारा जनित सममित कुंजी का उपयोग करके सममित एन्क्रिप्शन के अधीन है। इसके अलावा, इस कुंजी को क्रेताओं/बोली खोलने वालों की सार्वजनिक कुंजी का उपयोग करके असममित एन्क्रिप्शन के अधीन किया जाता है। कुलमिलाकर,

अपलोड किए गए निविदा दस्तावेज प्राधिकृत बोली खोलने वालों द्वारा निविदा खोलने के बाद ही पठनीय हो जाते हैं। All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8 अपलोड किए गए एंटर दस्तावेज अधिकृत बोली सलामी बल्लेबाजों द्वारा निविदा खोलने के बाद ही पठनीय हो जाते हैं।

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

- 9 बोलियोंकेसफलऔरसमयपरप्रस्तुतीकरण) यानीपोर्टलमें" फ्रीजबिडसबमिशन "परक्लिककरनेकेबाद(, पोर्टलएकसफलबोलीप्रस्तुतकरनेकासंदेशदेगाऔरबोलीसंख्यातथाअन्यसभीप्रासंगिकविवरणोंकेसाथबोलीप्रस्तुतकरनेकीतिथिऔरसमयकेसाथएकबोलीसारांशप्रदर्शितकियाजाएगा।  
Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10 बोलीसारांशकाप्रिंटकियाजानाहैऔरबोलीप्रस्तुतकरनेकीपावतीकेरूपमेंरखाजानाहै।इसपावतीकाउपयोग किसीभीबोलीखुलावबैठकोंकेलिएप्रवेशपासकेरूपमेंकियाजासकताहै।  
The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### बोलीदाताओंकोसहायताASSISTANCE TO BIDDERS

- निविदादस्तावेजऔरउसमेंनिहितनियमोंऔरशर्तोंसेसंबंधितकिसीभीप्रश्नकोनिविदाकेलिएनिविदाआमंत्रण प्राधिकरणकोयानिविदामेंउल्लेखितसंबंधितसंपर्कव्यक्तिकोसंबोधितकियाजानाचाहिए।  
Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ऑनलाइनबोलीप्रस्तुतकरनेकीप्रक्रियासेसंबंधितकोईभीप्रश्नयासामान्यरूपसेसीपीपीपोर्टलसेसंबंधितप्रश्न 24x 7सीपीपीपोर्टलहेल्पडेस्ककोनिर्देशितकिएजासकतेहैं।  
Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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## ANNEXURE- II

**GENERAL INSTRUCTIONS TO BIDDERS FOR 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](http://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 Annexures. 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 emails 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. Purchase Preference to Central Public Sector Enterprises of Govt. Of India and MSMEs shall be as per Govt. of India policy in vogue.

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## ANNEXURE – III

SPECIFICATION OF 2EAQ (REFINED GRADE FOR HYDROGEN PEROXIDE PRODUCTION PROCESS)

Appearance	: Solid Yellow Flakes
2-EAQ contents	: 98.5% (min)
Chloride	: 40.0 ppm (max)
Iron	: 5 ppm (max)
Sulphur	: 10 ppm (max)
Toluene insoluble	: 0.05% (max)
Melting Point	: 107.0 – 111.0C (Melting range 2.0 C max)
Acidity, mg KOH/g	: 0.05 (max)
Ash, % w/w	: 0.05 (max)

- PRODUCT SPECIFICATION & ANALYSIS CERTIFICATE SHOULD BE SUBMITTED ALONG WITH OFFER.
- NABL ACCREDITED LAB TEST CERTIFICATE SHOULD BE PROVIDE ALONG WITH SUPPLY
- THE SUCESSFUL BIDDER SHALL FORWARD US A PRE DESPATCH SAMPLE BEFORE SUPPLY OF ITEM.

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## ANNEXURE – IV

**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 authorized dealers having sound financial capability and who can supply 2 EAQ 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. Vendor should have sufficient technical and commercial capability to supply the materials as per HOCL requirements'.
3. Vendor must have executed orders of minimum value of Rs.1.24 Cr for similar items in the last three financial years'.
4. Vendor should have executed at least one order of minimum value of Rs.31.20 lakhs for the similar items in the last three financial years
5. Vendor should submit balance sheet (Profit & Loss) for last three financial years.
6. Vendor should upload the satisfactory performance certificate/ Purchase Order copies from renowned customer.
7. Documentary evidence for all the above parameters is to be furnished by the bidder along with the Technical bid. However, the existing registered vendors of HOCL (for the said item) who were enlisted after ascertaining the above parameters may be exempted from furnishing the details against point no. 3,4,5 and 6.
8. MSE vendors as well as starts ups are eligible for relaxation on condition of prior turn over and prior experience subject to meeting of quality and technical specifications.
9. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). Such bidders should submit the valid copy of registration certificate along with tender.

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## ANNEXURE- V

**TERMS AND CONDITIONS OF THE TENDER**

1. **QUALITY**: -The product offered should be as per the material specification enclosed herewith. Please confirm each parameters of our Spec. for your offer. In case of placing the purchase order to a bidder, they should supply a sample packet of 1 kg from the proposed batch of the product to be supplied and shall supply the material after getting confirmation from HOCL.
2. **QUANTITY**: - 8000 KG
3. **WEIGHMENT**:-Weights and measures recorded at HOCL Weigh Bridge will be treated as final.
4. **PACKING**: - To be packed in damp proof **25Kg / 50Kg Fibre drum** for both Foreign and Domestic Suppliers.  
For foreign suppliers: Packing should be suitable for sea-worthy transportation with necessary marking as per International standards  
For domestic suppliers: it should be suitable for road transportation.
5. **PRICES** : -  
For foreign suppliers: The price quoted should be on CIF Kochi per KG basis in USD only.  
For Indian suppliers : The rates shall be quoted in Indian Rupees per Kg on delivered basis.  
Please indicate the GST rate, HSN code and GSTIN of your firm. Purchaser's GSTIN is 32AAACH2663P1ZG.
6. **PRICE COMPARISON**:-The Price bid formula given in the BOQ is applicable only for Manufactures/Dealers quoting in Indian Rupees and supplying from within India.  
For foreign suppliers, mention the rate in USD in respective column on BOQ and the rate comparison will be done manually. The currency of the tendered price will be converted to Indian Rupees based on RBI Exchange rate applicable on the date of opening of Price bid or nearest available date.
7. **PAYMENT TERMS**: -  
For import orders : Payment terms shall be through irrevocable L/C against dispatch documents and with interest free credit for 30 days period.  
For Indian suppliers : The payment terms shall be within 30 days of receipt & acceptance of materials at our site.
8. **RECEIPT PORT**: - The product should be dispatched to Cochin Port, Kerala, India for Overseas supply.
9. **INSURANCE**: - Supplier shall inform details of despatch so that Insurance can be arranged by HOCL. As soon as the material is dispatched please intimate the details to us by Mail.
10. It is your responsibility to safely deliver the products to our site in sound and fit road tankers.

11. **PURCHASE/PRICE PREFERENCE:** 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 Bids itself and enclose necessary documentary evidence to prove their eligibility.

12. **DOCUMENTATION FOR IMPORTS:-**

Foreign Sellers to provide following documents to the Bank within 21 days of B/L date or as per LC condition.

- i. Bill of Lading corresponding to the quantity as certified by the surveyor – 3 originals and 3 non-negotiable.
- ii. Commercial Invoice – 2 Original and 2 copies
- iii. Certificate of Origin issued by Chamber of Commerce/Department of Trade-1 original and 3 copies.
- iv. Certificate of analysis/quality – 1 original and 3 copies
- v. MSDS
- vi. Packing list – 1 original and 3 copies
- vii. Insurance Certificate- 1 original and 1 copy
- viii. Vessel Certification-1 original and 1 copy
- ix. Any other documents or additional copies required as per LC conditions.

One set of copies of above documents to be mailed as well as couriered to HOCL immediately on dispatch of goods.

Domestic suppliers may submit relevant documents pertaining to domestic transactions.

- i. GST Invoice.
- ii. Manufacturer's test certificate &NABL Accredited COA certificate
- iii. MSDS
- iv. Packing list

13. **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 the item of same quality from an alternative source at the cost and risk of the Vendor.

14. **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) Vendor not agreeing with the general conditions of the tender, (d) Not enclosing any particular documents asked for , (e) Any other valid reason.

Also company reserves the right to reject any or all offers without assigning any reason and opinion/decision of the company in the matter shall be final and conclusive.

15. **SIGNING AND SEALING ON ALL PAGES OF BID:-** The vendor shall sign and seal on all the pages of the bids submitted failing which bids are liable to be rejected.

16. **LIQUIDATED DAMAGES:-** In the event of the supplier's failure to deliver the goods by the dates specified in the contract, the purchaser may without prejudice to his any other rights hereunder, recover from the supplier liquidated damages @ 0.5 percent per week of delay of the contract price of the undelivered goods, subject to a maximum of 5 %.

17. **RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA:-**

- a) Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020 )Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to

which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.

- b) All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure VIII along with the bid.

**19. INTEGRITY PACT:-** Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-IX. 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.

**20. ARBITRATION OF DISPUTES:** All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion and failing that, such disputes, difference, questions or claims shall be referred for resolution through arbitration to the India International Arbitration Centre or a Sole Arbitrator to be appointed by the Chairman-cum-Managing Director of HOCL and the award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

**21. JURISDICTION:-** All questions, disputes or differences arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala, India only.

**22. NOTE :-** The requirement will also be floated through GEM portal and order will be finalized on the most competitive offer among the technically accepted offer received against both the portals.

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<b>ANNEXURE VI-A</b>		
<b><u>COMMERCIAL TERM FORMAT</u></b>		
<b>(Please fill up the details mentioned below in your letter head and upload along with your bid)</b>		
ALL THE DETAILS ASKED BELOW MAY BE FURNISHED ON YOUR LETTER HEAD. SEPARATE SHEETS MAY BE ATTACHED WHEREVER SPACE IS FOUND TO BE INSUFFICIENT. NOT FURNISHING COMPLETE INFORMATION WILL LEAD TO REJECTION OF APPLICATION.		
I. FOR OFFERS THROUGH NIC CPP PORTAL, VENDORS CAN OFFER THEIR BASIC RATE AND GST IN THE BOQ ITSELF II. FOR OFFERS THROUGH GEM PORTAL, RATE QUOTED SHOULD BE INCLUSIVE OF GST. (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)		
<b>Sl.No</b>	<b>DETAILS REQUIRED</b>	
1	<b>Name and Address of Organization</b>	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	List of orders executed in India for 2EAQ with supporting documents:	
8	Guarantee/warrantee applicable for the product you have quoted: (Details to be uploaded along with technical bid)	
9	Packing details of the product offered (HOCL require material in 25kg/50 kg fibre drum packing only)	
10	Certificates provided along with supply:	
11	Payment Term offered :	
12	Terms of delivery offered :	
13	Validity of offer	
14	Delivery period	
15	Deviation in specification/ terms and conditions if any	
<u>Signature and Stamp</u>		

## ANNEXURE VI-B

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

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

DATE:SIGN AND STAMP OF BIDDER

**ANNEXURE VI- C****COMMERCIAL TERM FORMAT**

(For Purchase Order/ Work Order with estimated value more than FIVE Lakhs)

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

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

NAME OF BIDDER: .....

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

**SELF DECLARATION OF LOCAL CONTENT**

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

**Definitions**

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

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

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

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

DATE

SIGNATURE AND STAMP

## ANNEXURE-VII

**BID SECURITY DECLARATION**

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

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

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

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER

## ANNEXURE-VIII

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

Date:

**TO WHOMSOEVER IT MAY CONCERNS**

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

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

Or .

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

Or

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

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

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

Name of the Bidder

Stamp & Signature of the Bidder



**ANNEXURE-IX****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 Ambalamugal PO, Ernakulam Dist.,Kerala-682302 hereinafter referred to as "The Principal",

And

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced / interested persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code/Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

**Section 4- Compensation for Damages**

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

**Section 5- Previous transgression**

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

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

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

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

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

**Section 8 - Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat

the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.

3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

#### 10. Independent External Monitor Details:

- i. Name: Arun Kumar Gupta  
Mob No.:9833880764  
Address: E-68B, Nandanvan CHS.  
Sector 17, Nerul,  
Navi Mumbai, Maharashtra, Pin-400706  
E-mail ID: [guptaarun55@rediffmail.com](mailto:guptaarun55@rediffmail.com)

#### Section 9 - Pact Duration

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

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

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ambalamugal PO, Ernakulam Dist.,Kerala-682302.
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)