



Hindustan Organic Chemicals Limited
(A Govt. of India Enterprise)

HOCL/MKD/HP-6%/2021-22

14.01.2022

NOTICE INVITING
EXPRESSION OF INTEREST

APPOINTMENT OF
DISTRICT LEVEL DISTRIBUTORS
FOR
HOCL HYDROGEN PEROXIDE-6%

Hindustan Organic Chemicals Limited,
Ambalamugal P.O., Ernakulam Dist.,
Kerala, India. PIN-682 302.

Regd. & Corporate Office:
4th Floor, V Times Square, Sector-15,
CBD Belapur, Navi Mumbai-400 614.

Website: www.hoclindia.com

INVITATION FOR EXPRESSION OF INTEREST(EoI)
DISTRICT LEVEL DISTRIBUTORS FOR HOCL HYDROGEN PEROXIDE-6%

EOI No. HOCL/MKD/HP-6%/2021-22

14.01.2022

Marketing Division, Hindustan Organic Chemicals Limited (HOCL) invites applications from eligible parties for appointment as District Level Distributors for HOCL Hydrogen Peroxide-6%.

Important Dates

Sl. No.	Description	Schedule
i.	Date of Publishing EoI	10.01.2022 15:00 Hours
ii.	Last Date for Submission of EoI	21.02.2022 17:00 Hours
iii.	Time and date of opening of EoI	22.02.2022 11:00 Hours
iv.	Venue of Opening of EoI	HOCL Ambalamugal

Applicant may download the EoI documents from the HOCL website www.hoclindia.com

Applicants shall ensure that their EoIs, complete in all respects, are mailed to "ph.zubair@hoclindia.com" with subject as "EoI for Appointment of Distributors for HOCL Hydrogen Peroxide6%." on or before the closing date and time as indicated above, failing which the EoI's will be treated as late and liable for rejection. One distributor can apply for a maximum of three districts.

The applicants are requested to regularly check the website of HOCL, since any further amendments will be published only in the website.

S/d

General Manager(Marketing)
Hindustan Organic Chemicals Limited
Ambalamugal P.O., Ernakulam Dist.,
Kerala, India. PIN-682 302.
Phone: 0484-2727244, 9072374001.

1. Brief about the company and product:

Hindustan Organic Chemicals Limited, a central PSU under the Ministry of Chemicals and Fertilizers is into the business of manufacturing and marketing of Phenol, Acetone & Hydrogen Peroxide 50%. We are pioneers in the field of basic chemicals which are widely used in the various fields of life.

Our Hydrogen Peroxide 50% plant was commissioned in 1998 and plays a pivotal role in paper, textile & coir industries in southern markets of Tamilnadu & Kerala.

Now we are venturing into the marketing of Hydrogen Peroxide 6% for application in day to day life of common man. The initial response from the market is very positive.

Hydrogen Peroxide

World considered Hydrogen Peroxide is an eco-friendly green chemical which simultaneously acts as oxidizing agent as well as disinfectant because it liberates nascent oxygen during decomposition. The Hydrogen Peroxide is found in nature even in the breast milk. The WBC (White Blood Cells) also produces Hydrogen Peroxide to fight against the pathogens (viruses, bacteria, fungi, protozoa and worms). Hydrogen Peroxide also found in rain water mainly at the time of thunderbolt; this is the one of the main reasons of healing effect of rain water. Hydrogen Peroxide in the rain water purifies the atmosphere also. On the basis of these properties of hydrogen peroxide, we can minimize the usage of harmful chemicals. Hydrogen Peroxide can be used as disinfectant as well as cleaning agent in various sectors. It is also WHO recommended disinfectant to fight against Corona virus.

HOCL Hydrogen Peroxide 6%

An Environment friendly Multi-purpose product

Uses:

- 1) Disinfecting Kitchen equipment, floors, wash room, cattle/kennel sheds etc,
- 2) Vegetables & fruits washing,
- 3) Hospital cleaning and disinfection,
- 4) for Disinfecting Corona virus, etc.

Specification:

Description of the product	HOCL Hydrogen Peroxide 6%
Composition	Hydrogen Peroxide 6%
Item Volume	1 Litre (1000 ML) / 5 Litres (5000 ML)
Colour and appearance	Clear colourless liquid

2. Objectives and scope of the requirement:

This Expression of Interest (EOI) is invited for selection of District-level distributors for marketing and sale of HOCL Hydrogen Peroxide-6%.

Terms and conditions for H2O2 6% distributorship

- Ex-factory sale to distributors
- HOCL Hydrogen Peroxide-6%: Tentative amount of MRP for 1 Litre bottle will be Rs.100, and 5 LitersCanRs.400.
- The Distributors should abide by all the instructions that will be issued by HOCL from time to time.
- Products once sold will not be taken back except for valid reasons.
- If no order is placed by the Distributor for a period of 3 months or if the performance of the distributor is found not satisfactory the order of appointment of the distributor is liable for cancellation without any prior notice.
- A Suitable agreement based on the above conditions and including such other conditions as the Company may prescribe will have to be executed by the distributor with HOCL.
- The Company, reserves the right, at its sole discretion to appoint additional Distributors in the area allotted to the Distributor and/or sub-divide the territory where the Company deems it necessary.
- HOCL reserve the rights to reject any application without assigning any reason whatsoever.

Scope of work:

The Scope/Roles and Responsibility of Distributors is as follows.

- a. Procurement of Orders
- b. Delivery of material as per the market requirement
- c. Intimation regarding shortage and damage if any, in the consignment received
- d. Providing market intelligence for timely action.
- e. Maintaining minimum inventory which ensure visibility our product.
- f. Store the product in the covered storage space at room temperature and shall not be exposed to continuous sunlight or high temperature.

- g. Brand promotion and product awareness.
- h. Any other work related to marketing and sales of our product.

Eligibility Criteria

- a) The Bidder should have GST registration preferably with 3years' experience in Marketing and Sales of similar products such as Consumer products, Pharmaceuticals, Chemicals, Agrochemicals, etc.
- b) The bidder should have a minimum sales turnover of Rs. 10 Lakhs per annum during the previous two years.

Documents Required

- Scan copy of the signed Application (Annexure 1 & 2) and full set of EOI documents stamped and signed in all pages.
- Copy of PAN Card
- Copy of Aadhaar Card in case of individual
- Copy of GST Registration certificate
- Copies of the Appointment/Agreement with the client certifying the engagement of the distributors from Companies, if any.
- Copy of Balance sheet with P&L /ITR for last two years.
- Copies of supporting documents as mentioned in the application form.

Mode of Submission of EOI

The EOI document containing the information as required in the previous paragraphs and in the Annexure shall be attached with Email "ph.zubair@hoclindia.com" with subject as "**Eoi for Appointment of Distributors for HOCL Hydrogen Peroxide 6%**" on or before the closing date and time as indicated above, failing which the EOI's will be treated as late and liable for rejection. One distributor can apply for a maximum of three districts.

The EOI document may be downloaded from the HOCL's website

www.hoclindia.com.

Evaluation Process

- (a) The party who fulfills the eligibility criteria may be called for detailed presentation within 20 days of the application received. If the applicant does not get any information from office within 30 days of the submission of the application, it should be presumed that the application is rejected due to non-fulfillment of selection criteria.
- (b) Tender will be floated after receipt and evaluation of expression of interest.
- (c) Allotment Order will be issued to the selected Applicant with a request to execute an Agreement between Applicant and HOCL, before execution of Agreement.
- (d) The Distributor has to start his business within 30 days of allotment failing which the appointment shall stand cancelled by HOCL on 7 days' notice to the allottee.

Standard of Performance:

The Distributors shall perform the Services and carry out the obligations with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices. The Distributors shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to HOCL and shall at all-time support and safeguard its legitimate interests in any dealings with the third parties.

Conflict of Interest

The selected distributors shall not engage in activities that are in conflict with interest of the client (HOCL) under the assignment and they would not engage in any contract that would be in conflict of interest with their current obligations. The selected Distributors that has a business of family relationship with such members of HOCL staff who are directly or indirectly involved in this assignment will not be awarded the assignment.

Confidentiality

Except as provided in this Agreement the Distributors must not disclose, divulge or make public or shall personally use for his gain any of the materials, processes, accounts, transactions dealings, and information etc. without the prior written consent of HOCL.

Termination:

HOCL has the right to terminate the Agreement at any time on giving notice of one month to the Distributors without assigning any reason as well as in circumstances where the Distributors commits a material breach of agreement or becomes bankrupt. Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of the Distributors accrued hereunder in respect of matters at the time of the agreement.

Applicable Law:

This agreement is governed by and interpreted in accordance with the laws of India for the time being in force.

Fairness and Good faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of the objectives of this Contract.

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

Jurisdiction

All the competent courts at Ernakulam shall have exclusive jurisdiction to consider matters/ disputes pertaining to this EOI.

Annexure-1

APPLICATION FORM FOR DISTRIBUTORS OF

HOCL HYDROGEN PEROXIDE 6%

1. Name and address of the Applicant:
(with full postal Address)

2. Nature of business (Proprietary / Partnership / Company):

3. a) In case of individual, Age of the applicant:

b) In case of Partnership, name of managing partner:
(a copy of partnership deed should be attached)

c) In case of company, Name of Managing Director:
(a copy of Memorandum and Articles of Association
and current list of directors should be attached)

4. Telephone Nos:

5. E-mail address:

6. GST No. and Date:
(Copy should be enclosed)

7. Bank details of the applicant:

8. Mention the district / districts for which you are
seeking distributorship (Maximum of three districts):

9. Details of Existing lines of business & No. of years
In business (Enclose details, if any)

10. Approx. volume of business (Rs in lakhs):
(Enclose copy of supporting documents)

11. Details of the Client/clients to whom the
services were offered during the last two years:

12. Have you dealt with similar goods/operations in the past? If yes, please specify.
13. Do you have a covered storage area / godown? If yes, state its size and location?
14. Do you have any pending legal case/s against you, if yes please give details:
15. Expected sales quantity to lift per month:
- a) Hydrogen Peroxide 6% - 1 Litre bottle:
 - b) Hydrogen Peroxide 6% - 5 Litre Can:
16. Any other information you want to furnish:

Declaration by the Applicant

I/We have gone through your terms and conditions governing the appointment as “Distributor”. I/We hereby convey my/our full consent to abide by the guidelines issued by HOCL and also any other directive issued in respect of sales policies, price of the product, rules and regulations and any such matters pertaining to the sale of Hydrogen Peroxide-6% from time to time.

In case of any dispute, I/We will abide by the decision of HOCL management. I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief.

Yours faithfully,

Place:
Date:

Signature of the applicant

Annexure-2

Declaration on Code of Integrity

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

i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

I, further declare that, :

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

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

Yours faithfully,

Place: Signature and Stamp of bidder:

Date: Name of the Bidder: