



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, फ़ैक्स FAX No. (0484) 2720893

**LIMITED E-TENDER**

**DATE: 12.04.2022**

एचओसीएल निम्नलिखित मदों की आपूर्ति के लिए एकल बोली के अधीन ई बोली आमंत्रित करती है। HOCL Invites e Bids under single bid system for the supply of following item.

क्रमांक Sl.No.	मद के विवरण और निविदा सं Description of item and Tender No.	मात्रा (लगभग) Qty (Approx)
1	Tender Title: <b>Supply of MS BARRELS, 200/210 Litre capacity, 18 gauge thickness and conforming to IS-1783 (Part-I) 2014 Grade A or Latest.</b> Tender Reference Number: <b>MAT/PUR/10853 /22</b>	<b>3000 Nos.</b>

निविदा दस्तावेज़ [www.hoclindia.com](http://www.hoclindia.com) या [www.eprocure.gov.in](http://www.eprocure.gov.in) से डाउनलोड कर सकता है।

Tender documents may be downloaded from [www.hoclindia.com](http://www.hoclindia.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in)

अनुमोदित विक्रेता निविदा में भाग लेने के लिए एनआईसी ई प्रोक्योरमेंट पोर्टल (यूआरएल : <https://eprocure.gov.in/eprocure/app>) में पंजीकृत करें। निर्धारित ऑनलाइन प्रक्रिया से भिन्न अन्य माध्यम से प्रस्तुत निविदाएँ स्वीकार नहीं किया जाएगा। कृपया अपना प्रस्ताव प्रस्तुत करने से पहले किसी जोड़/शुद्धिपत्र/विस्तार के लिए उपरोक्त वेबसाइट नियमित रूप से देखें।

Approved vendors may please get registered with NIC e-procurement portal (URL:

<https://eprocure.gov.in/eprocure/app>) to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum/extension before submitting the offers.

**निविदा की अंतिम तिथि Closing Date of Tender : 16.04.2022 at 2.00 pm**

**निविदा खोलने की तिथि Opening Date of Tender : 18.04.2022 at 2.00 pm**

**बयाना जमा धनराशि 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)**

बी. बालचंद्रन। महाप्रबंधक (सामग्री)

TENDER FOR THE SUPPLY OF MS BARRELS - TERMS AND CONDITIONS

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

**MAT/PUR/10853/22**

**12.04.2022**

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 3000 Nos. of MS Barrels 200/210 Litre capacity, 18 gauge thickness and conforming to IS-1783 (Part-I) 2014 Grade A or Latest.** Detailed specification is given in the tender documents. This quantity is the approximate requirement for **1 month.** The above Barrels are to be used for the packing of our products Phenol and Acetone which are hazardous chemicals.

**Tender documents are uploaded in HOCL website [www.hoclindia.com](http://www.hoclindia.com) and in GEM Portal**

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

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

**Due date and Time for submission of Tender : 16.04.2022, 2.00 PM**

**Technical Bid Opening date and Time : 18.04.2022, 2.00 PM**

Thanking you,

Yours faithfully,  
For Hindustan Organic Chemicals Ltd.

B.BALACHANDRAN  
GENERAL MANAGER (MATERIALS)

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**ANNEXURE-1**

**Instructions for Online Bid Submission**

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.

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

**REGISTRATION**

- 1) 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) 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) 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) 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.

### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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) 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.
- 4) 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.

**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.*

### SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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) 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) 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) 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) 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.

9) 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.

#### **ASSISTANCE TO BIDDERS**

1) 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.

2) 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 E BID SUBMISSION**

Please submit your e-bids under the single 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.
2. Techno commercial bid shall be opened electronically on specified date and time given in NIT. Bidders can witness the electronic opening of bid.
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. 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.
5. 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.
6. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
7. Bids shall be **valid for a minimum of 30 days** from the due date for receipt and opening of the bids.
8. Specification of the Product: Specifications of M.S. Barrels offered shall be uploaded.
9. **Purchase Preference to Central Public Sector Enterprises of Govt. Of India and MSMEs shall be as per Govt. of India policy in vogue.**

**ANNEXURE-III**

**SPECIFICATION OF M.S.DRUMS (M.S.BARRELS)**

200/210 Ltrs. Nominal capacity M.S. Barrels fabricated out of 18G (1.25mm) nominal thickness CRCA sheets. Body seam electrically resistance welded. Both ends double seamed incorporating latex seaming compound. Top end fitted with one 50mm and one 20mm drum closures with gaskets. Body provided with 2 expanded rolling hoops. Externally finished with one coat of enamel paint. The barrels conform to BIS Specification No.IS-1783 (Part 1) 2014 Grade A OR Latest with the following dimensions:

Height : 878.0 +/- 5mm

Internal dia : 571.5 +/- 2mm

External dia : 596.0 max

Stenciling of HOCL emblem and Product details on the barrel has to be done.

Phenol drums are painted Olive Green and Acetone drums Cherry Red for easy identification.

Indian Institute of Packaging certification to be provided by the vendor, whenever required by HOCL.

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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) This procurement is reserved for purchase from MSME . The bidder must be the manufacturer of the offered product and should be registered with MSME. DOCUMENTARY PROOF LIKE VALID UDYAM REGISTRATION CERTIFICATE/NSIC CERTIFICATE ETC SHOULD BE PRODUCED ALONG WITH TECHNICAL BID.
- (2) Vendor should have adequate manufacturing and financial capacity to supply HOCL's requirement of **3000 Nos.** barrels per month as per the HOCL specification given.
- (3) Vendor should have valid BIS license.

Vendor should provide documentary evidences for all the above along with the Technical Bid.

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**ANNEXURE-V**

**GENERAL CONDITIONS OF TENDER FOR THE PROCUREMENT OF MS BARRELS**

1. **VALIDITY OF OFFER** : Offer shall be valid for a minimum period of **30 days** from the last date of submission stipulated for the tender.

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

3. **EARNEST MONEY DEPOSIT (EMD) : NIL**

**4. PRICES :- FIRM PRICES**

Unless otherwise specified in the order, the order prices shall remain FIRM and will not be subject to escalation of any description during pendency of the order, notwithstanding any change in the cost of materials or of labour or any other cost element which may take place while this order is being carried out.

The prices shall be based on F.O.R.HOCL site at Ambalamugal, Cochin inclusive of freight and all other incidental expenses. Please indicate the GST rate, HSN code and GSTIN of your firm.

5. **SECURITY DEPOSIT**: Successful bidder will have to pay a **Security deposit of 3%** of the order value towards satisfactory performance of the contract. SD has to be submitted by way of Bank Guarantee from a Scheduled bank within 21 days of placement of Order. SD will be forfeited in the event of any breach of contract by the supplier. SD will be refunded to the contractor within 60 days of completion of contract. **Security deposit from MSME firms registered with NSIC will be limited to the monetary limit shown in the NSIC registration certificate in this regard. SD is exempted to PSU vendors also.**

6. **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) Non submission of EMD payment details with the techno commercial bid or EMD paid being lesser than the stipulated amount (d) Vendor not agreeing with the general conditions of the tender. (e) Not enclosing any particular documents asked for (f) Vendor currently not having BIS certification for barrels (g) Any other valid reasons.

7. **QUANTITY**: The quantity of **3000 no's of Barrels** mentioned in the tender is the tentative total quantity of Phenol and Acetone barrels to be supplied in different colours during the **1 month** from the date of placement of purchase order. Our average requirement in a month will be around 3000 Nos. The actual requirement however may vary +/- 10 % of tendered quantity and no guarantee can be given for the minimum quantity of monthly upliftment or total upliftment and the vendor has to supply as per HOCL requirement.

8. **SPLITTING OF PURCHASE ORDERS** : HOCL reserves the right to split the quantity of **3000** Barrels among two vendors in the ratio of **70:30** to ensure the continuity of supply. The splitting will be as follows. The lowest quoted vendor will be awarded 70% of the tender quantity and L2 will be awarded 30 % of quantity provided he matches the L1 rate. If L2 does not match the L1 rate, then L3 will be offered to match the L1 rate and so on. If no party matches the L1 rate, the full quantity will be ordered on L1 vendor. If a newly introduced vendor becomes the L1, then the splitting ratio will be 50:30:20 between the L1, L2 & L3 vendors on matching the L1 rate. The performance of the new vendor will be closely monitored for the first two months with regards to Quality of barrels supplied

## TENDER FOR THE SUPPLY OF MS BARRELS - TERMS AND CONDITIONS

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and adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOCL may cancel the order and allot the quantity between the next 2 lowest vendors following 70:30 ratio.

9. **QUALITY:** M S Barrels shall be of 18 gauge and have to confirm to BIS specification No: IS-1783 (Part – I) 2014 Grade A OR Latest . Detailed specifications are given in the attached Annexure – III. Any bid received for Barrels other than of above specification shall be rejected.

10. **PAYMENT TERMS:** Payment will be released to you within 30 days of receipt & acceptance of materials at site. In case anybody offer a lower/higher credit period other than the specified period, their offer will be evaluated after loading /reducing interest @SBI PLR as on date of price bid opening.

11. **INSURANCE:** HOCL shall arrange the transit insurance. However, the vendor shall promptly inform dispatch details to HOCL for arranging insurance.

12. **SUPPLY SCHEDULE:** In the event of placement of purchase order on a vendor, HOCL shall be intimating the supply schedule 3 days in advance and vendor shall be bound to supply the barrels as per the schedule.

13. **PACKING:** The Barrels are to be despatched tightly closed with the lids so that the lids do not fall off during transportation. Barrels are to be received at HOCL in clean, neatly painted condition. Vendor shall use proper packing materials to ensure the above. Barrels are to be covered with tarpaulin use proper packing materials while despatching in trucks to prevent them from getting wet or being exposed to dust or getting damaged in transit.

14. **TRANSPORTATION:** Shall be arranged by the vendor.

15. **PAINTING AND STENCILLING OF BARRELS:** Barrels are to be coated with good quality paint. Colours shall be as required by HOCL. The matter as required by HOCL must be stenciled on the barrels. This will be intimated at the time of placing the purchase order. The price quoted by vendor shall be inclusive of all charges and no separate charges shall be payable for painting / stenciling.

16. **UN CERTIFICATION:** Wherever required by HOCL, the vendor shall arrange to get the barrels UN Certified by the Indian Institute of Packaging, Chennai. This is required for export purpose. In such cases, the charges applicable shall be paid by HOCL to the vendor at actuals based on copy of bills of Indian Institute of Packaging.

17. **INSPECTION:** The M S Barrels shall be subject to weighment and inspection on receipt at HOCL site (Average weight of one MS Barrel should be 22 kg +/- 0.50 kg). HOCL reserves the right to reject the barrels if found not to be of acceptable quality. In such a case, deductions shall be made from the bills of the vendor. Vendor shall make own arrangements for lifting the rejected barrels from the premises of HOCL at own cost.

18. **TRANS SHIPMENT NOT ALLOWED:** Barrels shall not be subjected to transshipment and shall be directly despatched from vendor's factory to HOCL, Ambalamugal.

19. **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 barrels of same quality from an alternative source and recover from the vendor, the additional cost incurred to HOCL.

20. **TESTING OF BARRELS BY MANUFACTURER**: Barrels shall be tested by the vendor as required by the BIS standards before despatch to HOCL. Test certificates to be despatched along with each loads.

21. **WEIGHTMENT OF BARRELS**: The MS Barrels received in trucks shall be weighed at HOCL weigh-bridge and for any abnormal reduction in weights due to not using CR coils of proper gauge will lead to rejection of barrels or deduction of payment based on weights depending on the actual variation.

22. **DUE DATE OF SUBMISSION OF COMPLETED BIDS** : e- Bids completed in all respects should be uploaded as per the procedures mentioned above and in the proper format before **2.00 PM on 18.04.2022**

23. **RECONDITIONED BARRELS NOT ACCEPTABLE**: The vendor is expected to supply only new barrels and reconditioned barrels shall not be acceptable. The barrels are intended for packing Phenol and Acetone which are toxic/ corrosive/ explosive in nature. Poor barrel quality will affect safety in handling and purity of these chemicals. Therefore vendors are expected to maintain high standards of product quality. Vendors must have an excellent quality control system.

24. **PURCHASE PREFERENCE**: As per existing policy of purchase /price Preference or concessions applicable for **SSI/MSME Units (Price preference – up to 15%)**. Barrels/Drums are to be exclusively procured from SSI/MSME units. However decision regarding the purchase /price Preference or any other concessions applicable for SSI Units /PSUs will be as per latest Government Of India Directives only. **For availing this benefit, the bidder should make their claim in the Technical Bids itself and enclose necessary documentary evidence to prove their eligibility.**

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

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

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TENDER FOR THE SUPPLY OF MS BARRELS - TERMS AND CONDITIONS

**ANNEXURE- VI-A**

<b><u>COMMERCIAL TERM FORMAT-A</u></b> <i>(To be printed on your letter head&amp; uploaded)</i>	
(Please fill up the details mentioned below in your letter head and upload along with your bid)	
Name and Address of Organization	
Phone No.	
GSTIN	
E-mail id for correspondence	
Contact Person Name and Mobile No.	
MSME/NSIC registration details: pl. enclose documentary proof	
Whether BIS certified (If yes, enclose copy of BIS Certification)	Yes/No
Payment Term offered.	
Validity of offer	
Taxes Applicable	
Deviation in specification if any	
I/We here by confirm that, I/We have not been blacklisted in the past by any Public Sector Undertakings/ Government organizations.	
<u>Signature and Stamp</u>	

**TENDER FOR THE SUPPLY OF MS BARRELS - TERMS AND CONDITIONS**

**ANNEXURE – VI-B**

**(KINDLY FILL THIS SHEET AND SUBMIT IN –COMMERCIAL TERM FORMAT-B)**

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	<b>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</b> 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		

**TENDER FOR THE SUPPLY OF MS BARRELS - TERMS AND CONDITIONS**

**ANNEXURE – VI-C**

<p><b><u>COMMERCIAL TERM FORMAT-C</u></b>                  (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)</p>		
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
<p><b><u>SELF DECLARATION OF LOCAL CONTENT</u></b></p> <p>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.</p> <p>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.</p> <p>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%.</p> <p>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 %.</p> <p>Purchase Preference: -Will be as per the applicable Government order.</p>		
DATE		SIGNATURE AND STAMP

**INTEGRITY PACT FORMAT**

INTEGRITY PACT

Between

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

And

..... 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: Rajnisha Kumar Vaish, IAS (Retd.)  
Mob No.: 9013807422  
Address: Plot No.10, Greenwoods Govt. Officers Welfare Society Phase II,  
Sector Omega 1, Pocket P2, Greater Noida,  
Dist. Gautam Budh Nagar, U.P.-201310  
Email ID: [rajnishakumar@gmail.com](mailto:rajnishakumar@gmail.com)
  - ii. 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. Navi Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

For & On behalf of the Principal (Office Seal)	For & On behalf of Bidder/Contractor(Office Seal)
Place:	
Date:	
Witness 1	Witness 2:
(Name & Address)	(Name & Address)

**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**