

## Hindustan Fluorocarbons Limited



**HINDUSTAN FLUOROCARBONS LTD.**  
**[CIN: L25206TG1983PLC004037]**  
**303, BABUKHAN ESTATE**  
**BASHEERBAGH, HYDERABAD – 500 001**  
**Tel. No. 0484 – 2727342**  
**Website: [www.hfl.co.in](http://www.hfl.co.in)**  
**E mail: [cs@hoclindia.com](mailto:cs@hoclindia.com) , [hflshareholders@gmail.com](mailto:hflshareholders@gmail.com)**

### **E- TENDER NOTICE**

CS/HFL/Tender/Delisting/2023

17<sup>th</sup> October, 2023

**Tender No.: HFL/CS/Appointment of Consultant for delisting/2023**

**Tender Title: Appointment of Consultant for proposed delisting of HFL**

Offers are invited by the undersigned on behalf of Hindustan Fluorocarbons Limited for appointment of Consultant to provide end-to-end support for the proposed delisting of Hindustan Fluorocarbons Limited [HFL] as per Regulation 35 of SEBI (Delisting of Equity Shares) Regulations, 2021

Tender documents may be downloaded from <http://www.hfl.co.in/tenders> or <https://www.hoclindia.com/tenders> or [www.eprocure.gov.in](http://www.eprocure.gov.in).

Interested parties may please get registered with NIC e procurement portal ((URL: <https://eprocure.gov.in/eprocure/app>.) and GeM portal (URL: [www.gem.gov.in](http://www.gem.gov.in)) to participate in the tender. Tenders submitted other than through online mode in NIC e-procurement portal and/ or through GeM portal will not be accepted. Please visit HFL, HOCL and/or above sites regularly for any addendum/ corrigendum /extension before submitting the offers.

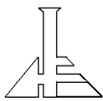
Further, please submit E-bids in two parts under the two-bid system confirming to the specifications and the terms and conditions. Refer Instructions to Bidder provided as **Annexure 10** in this tender document for Online Bid Submission.

Due Date & Time for Bid Submission: 08.11.2023 till 05:00 PM [IST]

Yours truly,

**For Hindustan Fluorocarbons Limited**

**Sd/-  
Managing Director**



## Hindustan Fluorocarbons Limited

### OVERVIEW OF E-TENDER

#### **BASIC DETAILS**

Description : Appointment of Consultant to provide end-to-end support for the proposed delisting of Hindustan Fluorocarbons Limited [HFL] as per Regulation 35 of SEBI (Delisting of Equity Shares) Regulations, 2021

Registered Office : 303, Babukhan Estate, Basheerbagh, Hyderabad – 500 001  
Email: [cs@hoclindia.com](mailto:cs@hoclindia.com), [hflshareholders@gmail.com](mailto:hflshareholders@gmail.com)  
Tel No. 0484 – 2727342

Tender No. : HFL/CS/Appointment of Consultant for delisting/2023

Tender Title : Appointment of Consultant for proposed delisting of HFL

Tender Type : Two-Bid (Online mode)

Date of issue of Notification: 17.10.2023

Completed Bids to be submitted on-line by: Wednesday, 08.11.2023 at 05:00 PM [IST]

Date of opening of Technical bids on-line by: Thursday, 09.11.2023 at 05:00 PM [IST]

Date of opening of Price Bids on-line: Date of opening of Price bid would be intimated separately after completion of the process of evaluation of Technical Bid



## Hindustan Fluorocarbons Limited

### I. GENERAL INFORMATION

#### 1. About HFL

Hindustan Fluorocarbons Limited [HFL] is a subsidiary company of Hindustan Organic Chemicals Limited [HOCL] and was incorporated on 14.07.1983. HFL is administratively controlled by Ministry of Chemicals & Fertilizers, Department of Chemicals & Petrochemicals, Government of India. HFL has one plant/unit located at Rudraram, District Sangareddy in Telangana. The company started production in the year 1987 and was engaged in the manufacture of Poly Tetra Fluoro Ethylene [PTFE] and Chloro Di Fluoro Methane [CFM-22].

Authorized and paid up share capital of HFL is Rs.21.00 crore and Rs.19.61 crore respectively. HOCL and Andhra Pradesh Industrial Development Corporation [APIDC] i.e promoter companies holds 60.87% of the equity share capital and balance is held by the public i.e 39.13%. Equity shares of HFL are listed on Bombay Stock Exchange [BSE].

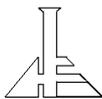
### II. TERMS & CONDITIONS

#### 2. Delisting of HFL as per Regulation 35 of SEBI Delisting Regulations, 2021

HFL has to proceed with Delisting as per Regulation 35 of SEBI (Delisting of Equity Shares) regulations, 2021. HFL shall complete the process of voluntary delisting within the period stipulated in Regulation 35(2) of the Delisting Regulations. In order to complete the process of delisting of HFL in a time bound manner, company require assistance of a consultant who can provide end-to-end support to HFL/promoters in the whole delisting process including appointment of Merchant Banker (i.e Manager to Offer) and/ or other professionals whose service is essential in successful completion of the delisting process.

The Promoters shall continue to accept shares tendered by any remaining public shareholder holding equity shares, for up to a period of two (2) years instead of one year as prescribed in Regulation 26 of delisting regulations, from the date of delisting at the same price at which the earlier acceptance of shares was made. Therefore, such public shareholders can tender their equity shares at the same final price at which the earlier acceptance of shares was made.

Sl No.	Description	Number of Consultant required	Specifications
1.	Appointment of a Consultant to provide end-to-end support for the proposed delisting of Hindustan Fluorocarbons Limited [HFL] as per Regulation 35 of SEBI (Delisting of Equity Shares) Regulations, 2021	One (1)	As per the Scope of work provided as <b>Annexure 1.</b>



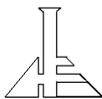
## Hindustan Fluorocarbons Limited

### 3. Minimum Qualifying Criteria

Sl. No.	Eligibility Criteria	Documents to be submitted
(1)	The Bidder shall be a Partnership firm/company/ LLP of Practicing Professional firm registered/incorporated in India, preferably practicing Company Secretary partnership firm/LLP of firm having existence of at least Five (5) years.	(i) Copy of certificate of Incorporation/ Registration (ii) Detailed profile of the bidder including the details of all partners/staff/employees.
(2)	The Bidder having experience in handling assignments relating to Delisting of Equity Shares of companies/Banks/Financial Institutions will be given preference.  Assisting companies/Banks/Financial Institutions in the end-to-end process of Delisting of Equity Shares shall be counted as experience.	In respect of assignments undertaken during the last 3 years i.e. during FY 2020-21 to FY 2022-23 and till 30.09.2023 bidder shall submit the successful completion certificate from the clients indicating the nature of services offered in respect of assignments.
(3)	Bidder to appoint Category I Merchant Banker (Manager to Offer) registered with SEBI.	Self-declaration to the effect that the Merchant Banker so appointed is in terms of SEBI Regulations/circulars/Notifications etc.  Self-declaration to the effect that Merchant Banker so appointed satisfies the eligibility criteria mentioned in <b>Annexure 2.</b>
(4)	The Bidder should not have been black listed by Government, Financial Institutions/ Banks/ Insurance company/ Government/ Public/Semi Government departments/ PSUs etc.	As per Proforma given in <b>Annexure 3</b>
(5)	Bidding in Consortium is not permitted.	Self-declaration

#### Note:

- Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria.
- Self-declaration needs to be signed by authorized signatory.
- Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. The Company would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.



## Hindustan Fluorocarbons Limited

### **4. Submission of Bids**

The Bidder has to submit following bids through on-line mode in NIC e-procurement portal and/ or in GeM portal:

- a) Technical Bid – To establish Minimum Qualifying Criteria
- b) Price Bid.

The bidder who has qualified the Technical Bid will be eligible for Price Bid. The work will be awarded to L1 bidder on the basis of lowest quote. The technical & price bid evaluation by HFL/promoters will be undertaken by a Committee of officials or/and representatives formed by HFL/promoters and its decision will be final. During any stage of evaluation, HFL at its discretion can advise the bidders to provide any information's/documents or clarifications. This tender is valid till the completion of all milestone provided in the Payment Terms clause.

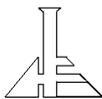
The Price bid should be submitted strictly in the format given by the Company at **Annexure- 4** of this document and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of HFL. The price shall be quoted in Indian Currency only and shall be all inclusive and shown in Price bid. No separate fees/reimbursements other than GST, as applicable, at the time of payment shall be made by the Company. Bidders shall also submit a declaration as provided in **Annexure 5** of this document.

As per CVC Guidelines in the event of order placement, bidder whom the order is placed has to sign Integrity Pact if the purchase order value is Rs.50 lacs or above. Format is given along with tender document as **Annexure 6**.

Bidder shall also submit duly signed documents given as **Annexure 7, 8 & 9** in this tender document while submitting the Bid.

### **5. Time-line of E-Tender**

Sl No.	Particulars	Date & Time
1.	Date of publication	17.10.2023
2.	Due date for submission of Bid through electronic mode	08.11.2023 till 05:00 pm
3.	Opening of Technical bid electronically	09.11.2023 at 05:00 pm
4.	Opening of Price bid electronically	Technically acceptable bidders will be informed thru e-mail regarding the date & time of opening Price Bid



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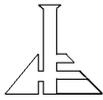
- 5.1 Any amendment(s), addendum, corrigendum or extension(s) relating to E-Tender will be made available only on the website of HFL or HOCL and/or Gem or e-procurement portal.
- 5.2 If the date of opening technical or financial bid happens to be a declared holiday, the Bid will be opened on the next working day at the same time as mentioned in the above time-line.
- 5.3 HFL reserves the right to request the parties to submit any additional documents or clarifications at any stage.
- 5.4 HFL reserves the right to cancel/reject/restrict/enlarge/modify/postpone and/or extend the date of receipt of offer or withdraw the E-Tender without assigning any reason(s) whatsoever, or without any intimation thereof. In such a case, the bidders shall not be entitled to any form of compensation from HFL and no dispute in this regard will be entertained.

### **6. Payment Terms**

The fees would be payable on completion of following milestones:

<b>SI No.</b>	<b>Milestone</b>	<b>Payment in %</b>
1.	Upon making Initial Public Announcement as per Regulation 8 of the SEBI Delisting Regulations	5% of the agreed lump sum fee
2.	On submission of due diligence report in terms of the Delisting regulations	5% of the agreed lump sum fee
3.	On announcement of the results of EGM / Postal Ballot, as applicable	5% of the agreed lump sum fee
4.	On receipt of in-principle approval for delisting from Stock Exchange	10% of the agreed lump sum fee
5.	On receipt of positive consent and finalization of the proposal for delisting of equity shares within 75 working days of the announcement of results of EGM/ Postal Ballot	20% of the agreed lump sum fee
6.	On Completion of Exit Offer by paying shareholders within 15 working days from the date of expiry of 75 working days mentioned above	25% of the agreed lump sum fee
7.	On submission of final application to stock exchange for delisting of equity shares and after obtaining final approval order/letter from the Stock Exchange	20% of the agreed lump sum fee
8.	On completion on two years from Delisting offer	Remaining fee

*Note: If the Delisting Process is terminated at any stage due to any reason whatsoever, the percentage lump sum fees up to the milestone completed shall be paid.*



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*Taxes & Duties quoted by the bidder will be taken for cost evaluation and order placement and no change will be entertained later except in the case of changes made by the Government. Changes in taxes and duties because of the changes in turnover etc. shall be to the bidder's account. In case no tax/duty is included/applicable, a self-declaration for the exemption may be attached with the offer.*

### **7. Performance Guarantee**

The Performance Security will be 5% of the total value of the contract. The Bidder shall remit the same within 21 days from the date of issuing the work order.

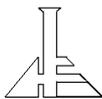
### **8. Legal Proceedings**

In case of any dispute arising in connection with carrying out of any service(s)/activities mentioned in Annexure 1 i.e Scope of Work or any other matters limited only in connection to the Scope of Work, an amicable solution shall be arrived at with mutual discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Managing Director of HFL will be final and binding on the parties (Bidders). Still any dispute is remaining unresolved, the same shall be settled through Arbitration held at Hyderabad, Telangana. The Sole Arbitrator shall be appointed by MD, HFL.



**SCOPE OF WORK - THE BELOW MENTIONED SCOPE OF WORK IS INDICATIVE ONLY**

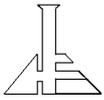
- Selected Consultant shall provide end-to-end support to HFL/promoters for the proposed delisting of equity shares as per Regulation 35 of SEBI (Delisting of Equity Shares) Regulations, 2021 including any amendments thereof and to ensure successful & timely completion of the process of voluntary delisting within the prescribed period stipulated in Regulation 35 SEBI (Delisting of Equity Shares) Regulations, 2021.
- The Consultant shall assist HFL/promoters to obtain shareholders approval through EGM/Postal Ballot as the case may be for the proposed Delisting of equity shares including printing and dispatch of Postal Ballot notices to the public shareholders in addition to circulating the same through e-mail.
- The Consultant shall carry out due diligence and submit report as required under applicable provisions of SEBI (Delisting of Equity Shares) Regulations 2021.
- The Consultant shall submit such other reports as may be necessary and required in accordance with SEBI (Delisting Regulations).
- The Consultant shall appoint a Category I Merchant Banker (i.e manager to the offer) registered with SEBI, and any other professionals, registrar to issue, intermediaries etc. whose services is essential during the whole process of delisting of equity shares of HFL.
- The Consultant shall co-ordinate with the Merchant Banker, HFL, promoters and / or any other professionals/intermediaries, registrar to the issue, regulatory bodies, Government Authorities etc. for all matters related to successful & timely completion of delisting of equity shares and makes necessary documentation works, presentations, guidance advisory services etc. as may be required for the purpose of delisting.
- The Consultant shall co-ordinate with the Merchant Banker and ensure to carry out the following activities through the Merchant Banker:
  1. Preparation of all documents, public announcement, exit offer and to do all such activities as are considered necessary to successfully complete delisting of shares of HFL from BSE Limited in terms of the provisions of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021 including any future amendments thereof;
  2. Drafting the Offer structure and guiding the process in line with the requirements of Delisting regulations and in line with the Promoter's objectives;
  3. Reviewing, commenting, assisting in finalization of all necessary documentation including but not limited to the Public Announcements, Letter of Offer, Bid Form and Revision Form and any communication to the shareholders of the Company etc.;



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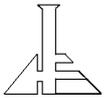
4. Obtain all necessary approvals from all authorities including Stock Exchanges, etc. as may be applicable, to meet the Transaction timelines;
5. Obtain all information from company/promoters and timely execute all activities that are required for complying with laws and regulations in force;
6. Co-ordinate with Trading Members, Registrar to the Delisting Offer, etc. and any other entities involved in the Transaction during the Offer period and post-closure regarding number of valid tenders received, disputes received, payments made, etc.;
7. Assist HFL/promoters in evolving a comprehensive public relations strategy to manage perceptions and press coverage of the Transaction;
8. Assist HFL/promoters to file required information report with Stock Exchanges, SEBI, etc. as applicable at the end of the exercise;
9. Project manage the entire Transaction in line with the regulatory requirements and the Acquirer's objectives;
10. Assist HFL/promoters to respond to any queries or clarifications that are sought by the Stock Exchanges, SEBI or any authorities;
11. Determination of exit price offered to the public shareholders which should not be less than the floor price in terms of clause (e) of sub-regulation (2) of Regulation 8 of the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011;
12. Assist HFL/promoters in finalization of indicative price, counter offer price, if any;
13. Assist HFL/promoters in responding to the communications from existing shareholders relating to the Delisting Offer including clarifications on various aspects of the Delisting Offer, including complaints etc.;
14. Advise HFL/promoters to execute all activities/ formalities that are required for completion of the Transaction in accordance with applicable laws and regulations;
15. Assist HFL/promoters in addressing complaints and queries of the shareholders in relation to the Offer relating to Regulatory / Statutory Authorities, for a period of two years;
16. Co-ordinate with the Registrar to the Delisting Offer, Escrow Bank and any other entities involved in the Exit Offer for making payment to the successful shareholders who tender their shares in the exit offer;
17. Any activities or duties or functions or obligations required to be done by Merchant Banker in accordance with any provisions of SEBI (Delisting of Equity Shares) Regulation, 2021

In order to protect the interest of those shareholders who may not participate in the delisting process, the following additional conditions are to be complied with. Therefore, the Consultant shall co-ordinate with merchant Banker and ensure the compliance of following matters:



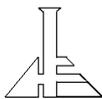
## Hindustan Fluorocarbons Limited

- a) publish, on a quarterly basis, an advertisement in the same newspapers in which the public announcement of the offer for delisting of equity shares was published, inviting the remaining public shareholders to avail the exit opportunity during the two-year exit window after delisting of shares;
- b) send follow up communications to the remaining public shareholders on a quarterly basis; and
- c) file a quarterly progress report to the stock exchange(s), which shall be disseminated to the public thereafter by the stock exchange(s), disclosing the following:
  - number of remaining public shareholders at the beginning and end of the quarter; and
  - details of public shareholders who availed the exit opportunity during the quarter.



**ELIGIBILITY CRITERIA OF MERCHANT BANKER (I.E MANAGER TO THE OFFER)**

1. Should be Category I Merchant Banker (Manager to Offer) registered with SEBI.
2. The Merchant Banker should have presence in India for a minimum period of Eight (8) years as on 30.09.2023.
3. The Merchant Banker should have an average Turnover of more than INR 1 crore during the previous three (3) Financial years i.e. during FY 2020-21 to FY 2022-23.
4. The Merchant Banker should have completed at least three (3) deals/assignments with respect to voluntary Delisting of Equity Shares of Companies/Public Sector Companies/Banks/Financial institutions during the previous five (5) Financial years i.e. during from FY 2018-19 to FY 2022-23 and till 30.09.2023.
5. The Merchant Banker to deploy a dedicated professional from his team to handle the delisting assignment of HFL. The Professional should possess work experience of three (3) years as Partner/promoter/full time professional staff of the Merchant Banker.



**PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING**

**In the case of a Partnership Firm/LLP of Firm:**

We hereby declare that neither we, M/s. \_\_\_\_\_, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by any Government, Financial Institutions/ Banks/ Insurance company/ Government/ Public/Semi Government departments/ CPSUs or any of the administrative ministries, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence there of state "NIL")

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

PLACE:

DATE:

SIGNATURE OF THE BIDDER

- report to OWNER's Safety Department.

**In the case of Company:**

We hereby declare that we have not been placed on any holiday list or black list declared by any Government, Financial Institutions/ Banks/ Insurance company/ Government/ Public/Semi Government departments/ CPSUs or any of the administrative ministries, except as indicated below: (Here give particulars of blacklisting or holiday listing, and in absence there of state "NIL")

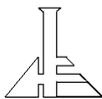
It is understood that if this declaration is found to be false in any particular, Hindustan Organic Fluorocarbons Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

PLACE:

DATE:

SIGNATURE OF THE BIDDER

- report to OWNER's Safety Department.



## Hindustan Fluorocarbons Limited

### Annexure 4

#### **FORMAT OF PRICE BID**

To  
Managing Director  
Hindustan Fluorocarbons Limited  
303, Babukhan Estate  
Basheerbagh, Hyderabad – 500 001

Sl No.	Description	Amt. in Rs.
1.	Lump sum charges for providing end-to-end support for the proposed delisting of Hindustan Fluorocarbons Limited [HFL] as per Regulation 35 of SEBI (Delisting of Equity Shares) Regulations, 2021	
2.	GST	
3.	<b>Total Amount including GST</b>	

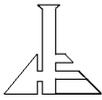
Note 1: The above quoted amount shall remain firm during the period of the contract i.e till completion of all milestones provided in the Payment Terms clause.

Note 2: Separate cost sheet shall be attached to the Price Bid indicating the bifurcation of lump sum fee mentioning each activity and the fee charged for the same.

Signature of authorized official with stamp

Date:

Place:



## Hindustan Fluorocarbons Limited

### Annexure 5

#### DECLARATION

I \_\_\_\_\_ S/o Shri \_\_\_\_\_ working as \_\_\_\_\_ in \_\_\_\_\_ hereby solemnly affirm and declare that I have been authorized to sign and submit the tender document to provide end-to-end support for the proposed delisting of Hindustan Fluorocarbons Limited [HFL] as per Regulation 35 of SEBI (Delisting of Equity Shares) Regulations, 2021.

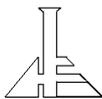
I declare and certify on behalf of our **Partnership firm/company/LLP of Firm (pls specify the category)** that I am accepting and I shall abide by all the terms and conditions mentioned in the Tender document including all Annexures thereof.

I further declare the following:

1. I will not revoke the tender within the stipulated period of completion of all milestones provided in Payment Terms clause or increase the quoted rate;
2. I will commence the work on intimating to start the work/on receipt of work order;
3. I will not withdraw or amend the tender or impair or I will not withdraw or amend the tender or impair or derogate from the tender in any respect within completion of all milestones provided in Payment Terms clause;
4. I will furnish the required performance security within the specified period.

Date:  
Place:

Signature of authorized official with stamp



**INTEGRITY PACT**

Between

Hindustan Fluorocarbons Ltd (HFL), a company formed and registered under the Companies Act,1956 and having its registered office at 303, Babukhan Estate, Basheerbagh, Hyderabad – 500 001.

And

Mr. \_\_\_\_, Authorized Signatory, M/s.\_\_\_\_ [Partnership firm/company/LLP of Firm (pls specify the category)] herein after referred to as "The Bidder"

**Preamble**

The Principal intends to appoint the Bidder as Consultant to provide end-to-end support for the proposed delisting of Hindustan Fluorocarbons Limited [HFL] as per Regulation 35 of SEBI (Delisting of Equity Shares) Regulations. 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 and / or Contractor.

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.



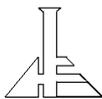
## Hindustan Fluorocarbons Limited

### Section 2 - Commitments of the Bidder/Contractor

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.



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### **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**

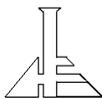
1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors 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.

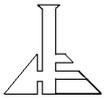
### **Section 8 - Independent External Monitor / Monitors**

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.



## Hindustan Fluorocarbons Limited

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 Managing Director, HFL.
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 Managing Director, HFL 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 HFL Board.
8. If the Monitor has reported to the Managing Director, HFL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HFL 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)



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- 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 HFL.

### Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal.
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)



# Hindustan Fluorocarbons Limited

## Annexure 7

### **Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

#### **DECLARATION BY AUTHORISED SIGNATORY OF THE PARTNERSHIP FIRM/COMPANY/LLP (PLS SPECIFY THE CATEGORY)**

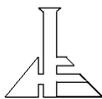
I, the undersigned,.....  
(full names), do hereby declare, in my capacity as  
..... of M/s  
.....(name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
3. I certify that M/s  
.....(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I further certify that M/S.....(name of the sub-contractor if any) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s  
.....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

AUTHORISED SIGNATURE:

DATE: \_\_\_\_\_

Seal / Stamp of Bidder



**Declaration on Code of Integrity for Public Procurement (COIPP)**

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

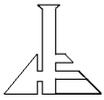
- i. **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. **“Fraudulent practice”**: any omission 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 HFL or its promoters that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv. **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from HFL with an intent to gain unfair advantage in the procurement process or for personal gain;

and

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

I, further declare that:

- i. 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



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as these arise at any stage) in any procurement process or execution of contract and failure to do so would amount to violation of this code of integrity;

and

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

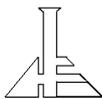
Yours faithfully,

Signature and Stamp of bidder :

Name of the Bidder :

Place :

Date :



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## Annexure 9

ANNEXURE TO BID AGAINST TENDER NO \_\_\_\_\_  
(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

Name of Bidder: .....		
SL. No.	Commercial Clauses	Bidder Confirmation (Please put <input checked="" type="checkbox"/> 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	<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 HFL’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		



**General instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (Govt. Of India), 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 Enrolment**” 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.



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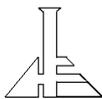
### **PREPARATION OF BIDS**

- 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



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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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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) 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.

#### **Contract Person (NIC/On-line Bid submission matters)**

**Mr. Midhun Babu**

**Co-ordinator**

**Tel: 0484 2727381**

#### **Contract Person (HFL)**

**Mr. Subramonian H,**

**Company Secretary.**

**Tel.0484 2727342**