



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6004258
Dated/दिनांक : 27-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-03-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-03-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals
Organisation Name/संगठन का नाम	Hindustan Organic Chemicals Limited
Office Name/कार्यालय का नाम	Ambalamugal,ernakulam
क्रैता ईमेल/Buyer Email	kp.unnimaya@hoclindia.com
Total Quantity/कुल मात्रा	10000
Item Category/मद केटेगरी	NITRIC ACID
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	NITRIC ACID
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Nitric Acid (V2) as per IS 264, Nitric Acid for Bulk Supply as per IS 264, Veratric Acid (3,4-Dimethoxybenzoic Acid), Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549, Humic Acid and Fulvic Acid, Acid Orange, Lead Acid starter Batteries, Adipic Acid, Perchloric acid, Stationary Lead Acid Batteries (with Tubular Positive Plates) in Monobloc Containers as per IS 13369
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Nitric Acid for Bulk Supply as per IS 264Nitric Acid (V2) as per IS 264
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	70 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be

exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

NITRIC ACID (10000 kilogram)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	UNNIMAYA K P	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	10000	15

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

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

4. Generic

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

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

5. Generic

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

6. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary

product having highest value should meet this criterion.

7. Generic

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

8. Generic

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

9. Generic

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

10. Generic

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

11. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

12. Generic

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

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

13. Generic

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

14. Scope of Supply

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

15. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated

23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

16. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

17. **Certificates**

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

18. **Certificates**

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

19. **Certificates**

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

- Specification of the Product offered and Certificate of Analysis shall be uploaded along with Bid.

20. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

21. **Past Project Experience**

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

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

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

22. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Specification sheet, Commercial term formats, Bid security declaration, Compliance of land border as per given annexures should be duly filled , signed and submitted along with the offer.

2. All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitrators. The award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

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

23. **Buyer Added Bid Specific ATC**

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



हिंदुस्तानऑर्गेनिककेमिकल्सलिमिटेड HINDUSTAN ORGANIC CHEMICALS LTD
(भारतसरकारकाउद्यम A Government of India Enterprise)
अंबलमुगल,कोची AMBALAMUGAL, COCHIN – 682 302
दूरभाष Phone: (0484) 2720911, www.hoclindia.com

MAT/PUR/10962/25

27.02.2025

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 : **NITRIC ACID (REFER SPEC. SHEET).**

You may submit your offer online before the due date and time specified.

Thanking you,

Yours faithfully,
For Hindustan Organic Chemicals Ltd.

B Balachandran
CGM (Materials/MSS/HR)

INDEX - TENDER DOCUMENTS

1	General instructions to the bidders for bid submission	Annexure-I
2	Specification of product	Annexure-II
3	Eligibility Criteria for participating in the bid	Annexure-III
4	General Terms and conditions of the tender	Annexure-IV
5	Commercial Terms format –A,B	Annexure-V-A,B
6	Bid Security Declaration	Annexure-VI
7	Compliance To Clause W.R.T Mandatory Registration Of Vendors From Countries Sharing Land Border With India, With DPIIT	Annexure-VII

ANNEXURE I

GENERAL INSTRUCTIONS TO BIDDERS FOR E BID SUBMISSION

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

1. Quotations shall be submitted online on or before the due date and time of closing the tender. The Techno commercial bid containing the Technical specification of the Products and Proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexures.
2. Techno commercial bid shall be opened electronically on specified date and time.
3. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the goods in compliance with the same."
4. The bids shall be neatly typed in English language with pages consecutively numbered and shall be signed on all pages by authorized persons. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
5. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
9. Purchase Preference to Central Public Sector Enterprises of Govt. of India and MSME's shall be as per Govt. of India policy in vogue.

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ANNEXURE – IISPECIFICATION

Sl.No	ITEM DESCRIPTION	QTY
1	<u>SPECIFICATION OF NITRIC ACID</u> HNO ₃ : MIN 58% As : MAX 0.00004% Fe : MAX 0.0003% RESIDUE ON IGNITION : MAX 0.0015% HEAVY METAL Pb : NIL CHLORIDE : MAX 0.002% SULPHATE : MAX 0.002%	10,000 KG

Note:

- Specification of the Product offered and Certificate of Analysis shall be uploaded along with Bid.

Eligibility criteria for participating in the bid.**Offers of bidders who satisfy the following Eligibility Criteria only will be considered**

1. 11Only manufacturers or their authorised dealers having sound financial capability and who can supply the **Nitric Acid** as per the specification enclosed should submit the offers. Vendors who have been blacklisted in the past by any PSU shall not submit the bids.
2. Vendor should have technical and commercial capability to supply the materials as per HOCL requirements'.
3. Vendor must have executed orders of minimum value of Rs.4.74 lakhs for similar items in the last three financial years'.
4. Vendor should have executed at least one order of minimum value of Rs.1.18 lakhs for the similar items in the last three financial years
5. Vendor should submit balance sheet (Profit & Loss) for last three financial years.
6. Vendor should upload the satisfactory performance certificate/ Purchase Order copies from renowned customer.
7. Documentary evidence for all the above parameters is to be furnished by the bidder along with the Technical bid. However, the existing registered vendors of HOCL (for the said item) who were enlisted after ascertaining the above parameters may be exempted from furnishing the details against point no. 3,4,5 and 6.
8. MSME vendors as well as starts ups are eligible for relaxation on condition of prior turn over and prior experience subject to meeting of quality and technical specifications.
9. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). Such bidders should submit the valid copy of registration certificate along with tender.

GENERAL CONDITIONS OF TENDER FOR THE PROCUREMENT OF SULPHURIC ACID

1. **QUALITY:** Nitric Acid offered must conform to the specifications given in the tender. Any offer received other than the above specification will be rejected. Detailed Product specification & Analysis Report should be submitted along with offer.
2. **QUANTITY:** The quantity indicated is 10,000 KG. The actual quantity may vary in the range of +/- 25 % of tendered quantity.
3. **PRICES:** As per GeM standard term, the quoted price should be all inclusive (i.e., freight, GST, duties etc.) for delivery at our factory at HOCL, Ambalamugal, Ernakulam District, Kerala. 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. Please indicate the GST rate, HSN code and GSTIN of your firm. Purchaser's GSTIN is 32AAACH2663P1ZG.
4. **PAYMENT TERMS:** GEM standard Payment term (Within 10 days from the date of CRAC).
5. **DELIVERY PERIOD :** The delivery period of the item will be 15 days from the date of contract.
6. **LIQUIDATED DAMAGES:** In the event of the supplier's failure to deliver the goods by the dates specified in the contract, the purchaser may without prejudice to his any other rights hereunder, recover from the supplier the liquidated damages @ 0.5% on basic value (excluding taxes and duties) per week subject to maximum of 5% of undelivered portion of order value.
7. **VALIDITY OF OFFER:** The offer given should valid for a period of 60 days from the due date of the tender.
8. **EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT:** NIL.
9. **INSPECTION AND ACCEPTANCE/ TOLERANCE :** Weights and measures recorded at HOCL Weigh Bridge will be treated as final. Tolerance +/- 0.20% will be allowed on the invoice quantity as against transit loss/ weighbridge variations. A sample of each consignment will be analyzed at our laboratory and products meeting our approved specification only will be accepted.
10. **PUBLIC LIABILITY:** It is your responsibility to safely deliver the products to our site in sound and fit road tankers. The transporter engaged should have necessary public liability insurance coverage.
11. **PURCHASE/PRICE PREFERENCE:** Purchase/Price Preference or any other concessions applicable for SSI Units /PSUs will be as per latest Government of India Directives. **For availing this benefit, the bidder should make their claim in the Bids itself and enclose necessary documentary evidence to prove their eligibility.**
12. **RIGHT TO PROCURE FROM ALTERNATIVE SOURCE:** In the event of non-supply by the vendor on whom purchase order is placed, HOCL reserves the right to procure the item of same quality from an alternative source at the cost and risk of the Vendor.

- 13. **RIGHT TO REJECT A BID:** HOCL reserves the right to reject any bid due to reasons such as : (a) Vendor not following above bidding procedures, (b) Vendor not being technically acceptable to HOCL ,(c) Vendor not agreeing with the general conditions of the tender, (d) Not enclosing any particular documents asked for , (e) Any other valid reason.
Also the company reserves the right to reject any or all offers without assigning any reason and opinion/decision of the company in the matter shall be final and conclusive.

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

- 15. **RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA:-**
 - (a) Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020)Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.
 - (b) All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure VII along with the bid.

- 16. **ARBITRATION OF DISPUTES:-**
All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitrators. The award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

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



COMMERCIAL TERM FORMAT

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

FOR OFFERS THROUGH GEM PORTAL (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)

PAYMENT TERM IS WITHIN 10 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE

RATE QUOTED SHOULD BE INCLUSIVE OF GST AND FREIGHT CHARGES TO DELIVER THE MATERIAL AT SITE

Sl.No	DETAILS REQUIRED	
1	Name and Address of Organization	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	Whether manufacturer of offered item	<input type="radio"/> Yes <input type="radio"/> No
8	Validity of offer	
9	Delivery period	
10	Certificates provided along with supply, if any	
11	Deviation in specification ,if any	

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

Signature and Stamp

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

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

BID SECURITY DECLARATION

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO _____

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

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

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER

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

Date:

TO WHOMSOEVER IT MAY CONCERNS

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

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

Or .

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

Or

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

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

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

Name of the Bidder

Stamp & Signature of the Bidder



HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 302
Phone: (0484) 2720911, www.hoclindia.com

SPECIFICATION OF NITRIC ACID

HNO ₃	: MIN 58%
As	: MAX 0.00004%
Fe	: MAX 0.0003%
RESIDUE ON IGNITION	: MAX 0.0015%
HEAVY METAL Pb	: NIL
CHLORIDE	: MAX 0.002%
SULPHATE	: MAX 0.002%

Note:

- Specification of the Product offered and Certificate of Analysis shall be uploaded along with Bid.