



Bid Document/ बिड दस्तावेज़

	Bid Details/बिड विवरण		
तारीख/समय Bid Offer Validity (From End Date)/विड पेशकश वैधत (बंद होने की तरीख से) Ministry/State Name/मंगलय/राज्य क नाम Department Name/विमाग का नाम Department Of Chemicals And Petrochemicals Organisation Name/संगठन का नाम Hindustan Organic Chemicals Limited Office Name/संगठन का नाम Hindustan Organic Chemicals Limited Office Name/संगठन का नाम Ambalamugal,ernakulam केता ईमेल/Buyer Email kp.unnimaya@hoclindia.com Total Quantity/कुल मात्र 10000 Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई सिट्रंग / Searched Strings used in GeMARPTS GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचला के लिए चयनित प्रासंगिक श्रेणियों / Relevant Categories selected for notification Years of Past Experience Required for same/similar service/Sन्ही/समान सेवाओं के लिए अधिक्षित विगत अनुमव के वर्ष	Bid End Date/Time/बिड बंद होने की तारीख/समय	01-03-2025 14:00:00	
वैधला (बंद होने की तारोख 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 केला ईमेल/Buyer Email kp.unnimaya@hoclindia.com Total Quantity/कुल मात्र 10000 Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई हिट्रंग / Searched HEAT TRANSFER FLUID GeMARPTS में खोजा गया परिणाम / Searched Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचला के लिए चयलित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification • Diesel Exhaust Fluid Years of Past Experience Required for same/similar service/ऊल्ही/समान सेवाओं के लिए अभिक्त त्रानुमय के वर्ष 3 Year (s) MSE Exemption for Years of Experience and Mac Mo		01-03-2025 14:30:00	
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 केता ईमेल/Buyer Email kp.unnimaya@hoclindia.com Total Quantity/कुल मात्रा 10000 Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई स्ट्रिंग / Searched HEAT TRANSFER FLUID Strings used in GeMARPTS Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per 15 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification • Diesel Exhaust Fluid Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अभिक्षेत विगत अनुमाव के वर्ष 3 Year (s) MSE Exemption for Years of Experience and No No	-	60 (Days)	
Organisation Name/संगठन का नाम Hindustan Organic Chemicals Limited Office Name/कार्यालय का नाम Ambalamugal,ernakulam केला ईमेल/Buyer Email kp.unnimaya@hoclindia.com Total Quantity/कुल मात्रा 10000 Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई सिट्रंग / Searched Strings used in GeMARPTS HEAT TRANSFER FLUID GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification • Diesel Exhaust Fluid Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अधिक्षेत विगत अनुमव के वर्ष 3 Year (s)	Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers	
Office Name/कार्यालय का नाम Ambalamugal,ernakulam केला ईम्रेल/Buyer Email kp.unnimaya@hoclindia.com Total Quantity/कुल मात्र 10000 Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS HEAT TRANSFER FLUID GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification • Diesel Exhaust Fluid Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अधिसेत विगत अनुमव के वर्ष 3 Year (S)	Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals	
केला ईमेल/Buyer Email kp.unnimaya@hoclindia.com Total Quantity/कुल मात्रा 10000 Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई स्ट्रिंग / Searched HEAT TRANSFER FLUID Strings used in GeMARPTS HEAT TRANSFER FLUID GeMARPTS में खोजी गया परिणाम / Searched Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचला के लिए चयलित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification • Diesel Exhaust Fluid Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अ'Year (s) 3 Year (s) MSE Exemption for Years of Experience and Ne Ne	Organisation Name/संगठन का नाम	Hindustan Organic Chemicals Limited	
Total Quantity/कुल मात्र 10000 Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई स्ट्रिंग / Searched HEAT TRANSFER FLUID Strings used in GeMARPTS Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification • Diesel Exhaust Fluid Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष 3 Year (s)	Office Name/कार्यालय का नाम	Ambalamugal, ernakulam	
Item Category/मद केटेगरी HEAT TRANSFER FLUID GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS HEAT TRANSFER FLUID GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS Diesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense) अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification • Diesel Exhaust Fluid Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष 3 Year (s)	क्रेता ईमेल/Buyer Email	kp.unnimaya@hoclindia.com	
GeMARPTS में खोजी गई सिट्रंग / Searched Strings used in GeMARPTSHEAT TRANSFER FLUIDGeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTSDiesel Exhaust Fluid, Laboratory Incubators, RBC Diluting Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2 Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat Elbow Wrap, Hamam Water Heating Device (Defense)अधिसूचला के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification• Diesel Exhaust FluidYears of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष3 Year (s)	Total Quantity/कुल मात्रा	10000	
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Categories selected for notification • Dieser Extraust Fluid Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष 3 Year (s) MSE Exemption for Years of Experience and No		Fluid, WBC Diluting Fluid, Blood Fluid Warming Cabinet (V2), Data Centre rack Transfer Switch, Heat resistance Gaunlet, Solar Water Heating System as per IS 12976:1990, Heat	
same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष MSE Exemption for Years of Experience and		• Diesel Exhaust Fluid	
	same/similar service/उन्हीं/समान सेवाओं के लिए	3 Year (s)	
		Νο	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट		Νο	

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?/	Νο		
Past Performance/विगत प्रदर्शन	80 %		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिड का प्रकार	Two Packet Bid		
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)	Νο		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Arbitration Clause	Νο		
Mediation Clause	No		
EMD Detail/ईएमडी विवरण			
Required/आवश्यकता	Νο		
ePBG Detail/ईपीबीजी विवरण			
Required/आवश्यकता	No		
MII Purchase Preference/एमआईआई खरीद वरीयता			
MII Purchase Preference/एमआईआई खरीद वरीयता	Yes		
MSE Purchase Preference/एमएसई खरीद वरीयता			

MSE Purchase Preference/एमएसई खरीद वरीयता Yes

1. 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.

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

<u>OM No.1 4 2021 PPD_dated_18.05.2023</u> 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.

3. 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.

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

HEAT TRANSFER FLUID (10000 kilogram)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download	
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Consignees/Reporting) Officer/परेषिती/रिपोर्टिंग	अधिकारी and/ तथा	Quantity/मात्रा
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	υννιμάγα κ ρ	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	10000	30

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % 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 (Increased quantity \div Original quantity) \times 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:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here</u> to view the file

6. Generic

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

7. Generic

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

8. Generic

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

9. Generic

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

10. Generic

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

11. Generic

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

12. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

13. Generic

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

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

14. Generic

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

screenshot of GST portal confirming payment of GST.

15. Scope of Supply

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

16. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

17. Purchase Preference (Centre)

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

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

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

18. Certificates

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

19. Certificates

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

20. Certificates

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

21. Certificates

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

1. Detailed specification sheet and COA should be submitted along with offer. 2.NABL Accredited Lab Test certificates, COA & Technical datasheet should be submitted along with supply.

22. Sample Clause

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

1

samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

23. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

2. ARBITRATION OF DISPUTES:-All disputes, differences, questions and claims ar ising out of, under or touching upon this Tender /Agreement/ Purchase Order/ W ork Order shall be settled amicably between the parties through mutual discussi on. If the parties fail to resolve the dispute by such mutual consultation within 2 1 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International A rbitration 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 p arties. The seat of the Arbitration shall be at Kochi, Kerala, India and the procee dings of the arbitration shall be held at Kochi, Kerala, India in accordance with t he India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliat ion 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 a rbitration 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 R ules."

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 <u>attached categories</u>, 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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 के बिडर से खरीद विद 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/10959/25

15.02.2025

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 for supply of **10000 KG of HEAT TRANSFER FLUID**.

Tender documents are uploaded in HOCL website <u>www.hoclindia.com</u> and in GEM Portal.

The details of the tender are as shown in INDEX enclosed

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

Thanking you,

Yours faithfully, For Hindustan Organic Chemicals Ltd.

B.BALACHANDRAN CHIEF GENERAL MANAGER (MATERIALS/MSS/HR)

INDEX - TENDER NOTICE

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,C	Annexure-V-A,B,C
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
8	Integrity Pact Format	Annexure-VIII

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. After evaluation of the Techno commercial bid, the eligible bidders shall be notified regarding the date and time of the opening of the price bids.
- 4. The bid shall contain as the 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."
- 5. 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.
- 6. 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.
- 7. 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.
- 8. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
- 9. Bids shall be <u>valid for a minimum of **60 days**</u> from the due date for receipt and opening of the bids.
- 10. Purchase Preference to Central Public Sector Enterprises of Govt. of India and MSME's shall be as per Govt. of India policy in force.
- 11. Tenderers shall submit price bid only through e-bidding and no physical documents with respect to price bids should be submitted. In case bidder submits such physical documents for price bid, the same shall not be considered

ANNEXURE – II

SPECIFICATION OF EXISTING SYNTHETIC HEAT TRANSFER FLUID

Appearance	: Clear, Pale Yellow Liquid
Avg. Molecular Weight	: 252
Relative density @15.6 °C, kg/m3	: 1067
Operating temperature, °C	: 325
Normal boiling point, °C	: 359
Max. Film temperature, °C	: 375
Flash point (COC), °C	: 184
Auto ignition temperature, °C	: 374
Pour point, °C	: - 11
Viscosity (40 °C)	: 29.6 cSt (mm2/sec)
Design pressure, kg/cm2 (g)	: 18.9
Absorption, kcal/hr	: 19.53X 10 ⁶
Moisture content	: Max 100-150 ppm.

- ANALYSIS REPORT SHOULD BE SUBMITTED ALONG WITH OFFER.
- NABL ACCREDITED LAB CERTIFICATE SHOULD BE PROVIDED ALONG WITH SUPPLY.

<u>NOTE:</u> - THE SUCESSFUL BIDDER SHALL FORWARD US A PRE - DISPATCH SAMPLE FROM THE SAME LOT FROM WHICH THEY INTEND TO MAKE THE BULK SUPPLY FOR TESTING AT OUR LABORATORY BEFORE DISPATCHING THE MATERIAL, IF DESIRED BY HOCL.

ANNEXURE – III

ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE BID

- 1. Only HOCL approved vendors for the supply of Heat Transfer Fluid are eligible to quote and the offer received from any other party will not be considered for evaluation.
- 2. Only manufacturers or their authorized dealers having sound financial capability and who can supply Heat Transfer Fluid 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.
- 3. Vendor should have technical and commercial capability to supply the materials as per HOCL requirements'.
- 4. 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.

ANNEXURE-IV

GENERAL CONDITIONS OF TENDER FOR THE PROCUREMENT OF HEAT TRANSFER FLUID

- 1. **QUALITY**: Must confirm to the specifications given in the tender. Detailed specification sheet and COA should be submitted along with offer. Any offer received other than the above specification will be rejected. NABL Accredited Lab Test certificates, COA & Technical datasheet should be submitted along with supply.
- 2. **<u>QUANTITY</u>**: The quantity indicated is 10,000 KG.
- 3. <u>PRICES</u>: 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**: As per GeM standard payment terms (Within 10 days from the date of CRAC).
- 5. <u>DELIVERY PERIOD</u>:-The delivery period of the item will be **30 days** from the date of purchase order and supply will be as per HOCL delivery schedule given from time to time.
- 6. VALIDITY OF OFFER: The offer given should valid for a period of 60 days from the due date of the tender.
- 7. EMD /SECURITY DEPOSIT : Nil
- INSPECTION AND ACCEPTANCE:- Weights and measures recorded at HOCL Weigh Bridge will be treated as final. A sample of each consignment will be analyzed at our laboratory and products meeting our approved specification only will be accepted.
- 9. <u>LIQUIDATED DAMAGES</u>:- In the event of the supplier's failure to deliver the goods by the dates specified in the contract, the purchaser may without prejudice to his any other rights hereunder, recover from the supplier liquidated damages @ 0.5 percent per week of delay of the contract price of the undelivered goods, subject to a maximum of 5 %.
- **10.** <u>PUBLIC LIABILITY</u> : 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. <u>PURCHASE/PRICE PREFERENCE</u>: 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. <u>RIGHT TO PROCURE FROM ALTERNATIVE SOURCE:</u> 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.

RIGHT TO REJECT A BID: HOCL reserves the right to reject any bid due to reasons such as : (a) Vendor not following above bidding procedures, (b) Vendor not being technically acceptable to HOCL ,(c) Vendor not agreeing with the general conditions of the tender, (d) Not enclosing any particular documents asked for , (e) Any other valid reason.

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

14. <u>SIGNING AND SEALING ON ALL PAGES OF BID</u>: 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. INTEGRITY PACT** : Bidder is required to duly sign all pages of the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-VIII. This document is essential and binding. In case a bidder does not sign & submit the Integrity Pact along with bid documents, his bid shall be liable for rejection.
- 17. <u>ARBITRATION OF DISPUTES</u>: 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."

18. <u>JURISDICTION</u>:- 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.

		ANNEXURE V-A		
COMMERCIAL TERM FORMAT				
(Please fill up the details mentioned below in your le	tter 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 F	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	Confirm whether you are manufacturer of offered product	o Yes o No		
9	Certificates provided along with supply, if any			
10	Validity of offer			
11	Delivery period			
12	Deviation in specification/ terms and conditions if any			
	Signature and S	itamp		

ANNEXURE V-B

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

idder [.]		
Inner.		

Name	of Bidder:	Bidder Confirmation
Sr. No.	Commercial Clauses	(Please put V in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	 Yes, We are on holiday List/Black List/De-List No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	□ Micro□ Medium □ Small□ No
2-ii	Status of MSE Bidder	 Manufacturer Services Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	YesNo
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>	 Mention UAM Number Not Applicable
3-ii	Submitted valid document against clause no 3i	 Submitted Not Applicable
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	YesNo
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)	YesNo
4iil	Submitted certificate against clause no 4ii	SubmittedNot Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in fullcompliance with the documents issued against the enquiry and also furtherconfirmed that there is no deviation from all the terms and conditions as pertheenquiry.Non-acceptanceor 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	 Agreed Not Agreed

ANNEXURE – V- C

COMMERCIAL TERM FORMAT

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

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO____

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

NAME OF BIDDER:

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

SELF DECLARATION OF LOCAL CONTENT

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

Definitions

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

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

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

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

DATE

SIGNATURE AND STAMP

ANNEXURE-VI

BID SECURITY DECLARATION

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO______

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

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

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER

15.02.2025

ANNEXURE-VII

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

Date:

TO WHOMSOEVER IT MAY CONCERNS

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

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

Or .

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

Or

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

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

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

Name of the Bidder

Stamp & Signature of the Bidder

ANNEXURE-VIII

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd. (HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at Ambalamugal PO, Ernakulam Dist., Kerala-682302 hereinafter referred to as "The Principal",

And

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

Preamble

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

Section 1- Commitments of the Principal

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

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

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

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

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

Section 4- Compensation for Damages

 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.
- The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
- 3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The

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

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

10. Independent External Monitor Details:

 Name: NirmalAnand Joseph Deva, IFS(Retd.) Mob No.: 9000881570, 6304041900 Address: Flat No.201, MJR Devi Homes, House No.1-10-59/1, Street No.2, Beside Navatha Transport, Ashok Nagar, Near Himayath Nagar, Hyderabad, Telangana-500020 E-mail ID: meghanadeva2022@gmail.com

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ambalamugal PO, Ernakulam Dist.,Kerala-682302.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

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



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SPECIFICATION OF EXISTING SYNTHETIC HEAT TRANSFER FLUID

Appearance	: Clear, Pale Yellow Liquid
Avg. Molecular Weight	: 252
Relative density @15.6 °C, kg/m3	: 1067
Operating temperature, °C	: 325
Normal boiling point, °C	: 359
Max. Film temperature, $^{\circ}$ C	: 375
Flash point (COC), °C	: 184
Auto ignition temperature, $^{\circ}C$: 374
Pour point, °C	: - 11
Viscosity (40 °C)	: 29.6 cSt (mm2/sec)
Design pressure, kg/cm2 (g)	: 18.9
Absorption, kcal/hr	: 19.53X 10 ⁶
Moisture content	: Max 100-150 ppm.

- ANALYSIS REPORT SHOULD BE SUBMITTED
- NABL ACCREDITED LAB CERTIFICATE SHOULD BE PROVIDED ALONG WITH SUPPLY.

<u>NOTE:</u> - THE SUCESSFUL BIDDER SHALL FORWARD US A PRE - DISPATCH SAMPLE FROM THE SAME LOT FROM WHICH THEY INTEND TO MAKE THE BULK SUPPLY FOR TESTING AT OUR LABORATORY BEFORE DISPATCHING THE MATERIAL, IF DESIRED BY HOCL.