



AdPlus Chemicals and Polymers Private Limited
(A step-down subsidiary and an affiliate of Haldia Petrochemicals Limited)

AdPlus/Eol/Phenol-Acetone/2026-27

Date: 12.01.2026

NOTICE INVITING
EXPRESSION OF INTEREST

APPOINTMENT OF
AUTHORISED DISTRIBUTORS

FOR

SALES AND MARKETING OF PHENOL AND ACETONE

Description	Schedule
Last Date for Submission of Eol	16.02.2026

AdPlus Chemicals and Polymers Private Limited

CIN: U24304WB2022PTC257151

Registered Office:

Bengal Eco Intelligent Park, Tower-1, Block- EM, Plot No.3

Salt Lake City, Sector-V

Kolkata-700091

West Bengal, India

Plant: Haldia, West Bengal, India

EXPRESSION OF INTEREST (EOI):

Distributorship – Phenol & Acetone distribution for AdPlus Chemicals and Polymers Private Limited (hereinafter referred to “AdPlus”) - a Stepdown subsidiary and affiliate of Haldia Petrochemicals Limited (HPL)

The Chatterjee Group (TCG), led by Dr. Purnendu Chatterjee, has established a strong leadership position in the petrochemicals and advanced materials sector through its flagship enterprise, Haldia Petrochemicals Ltd (HPL). As one of India's premier petrochemical companies, HPL consistently delivers high-quality polymers and chemicals that support a wide range of industries and applications globally.

HPL operates a modern, state-of-the-art naphtha-based petrochemical cracker complex located at Haldia Port, West Bengal, approximately 125 km from Kolkata. With a cracker capacity of 700 KTPA ethylene, HPL produces polymers including HDPE, LLDPE, PP and chemicals such as Benzene, Butadiene, LPG, Butene-1, Cyclopentane, Pygas, Motor Spirit, MTBE, CBFS, among others.

HPL is now establishing India's largest Phenol–Acetone plant at Haldia in their stepdown subsidiary -AdPlus Chemicals and Polymers Private Limited; with Phenol & Acetone capacity of 345 KTA Phenol and 215 KTA Acetone respectively, scheduled for commissioning in mid-2026.

AdPlus invites Expressions of Interest from reputed and capable Distributors with proven experience in chemical distribution and the ability to leverage conventional and digital tools for marketing, customer outreach, and customer service excellence. AdPlus is committed to building partnerships rooted in ethics, governance, integrity, and transparency.

This EOI outlines relevant information to assist interested parties in submitting their applications.

Objectives and scope of the requirement:

This Expression of Interest (EOI) is invited for selection of all India basis regional-level distributors for marketing and sale of Phenol and Acetone manufactured and/or imported by AdPlus. Marketing specifications of Phenol & Acetone manufactured by AdPlus is attached.

Key Guiding Principles:

- a) Transparency in all dealings among AdPlus, Distributors, and end customers.
- b) Satisfactory identification and resolution of any conflicts of interest.
- c) Upholding the highest standards of service by maintaining ethics, governance, and integrity.
- d) Refrain from unfair business practices.
- e) Adhere to agreed terms & conditions

Expectations from Distributors/ Scope of Work:

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

- a) Sales & Marketing of AdPlus's Phenol and Acetone within identified segments, including transparent sharing of market developments, customer insights, and domestic demand trends.
- b) Offering Value-Added Services (VAS) such as credit facilities, timely and doorstep deliveries, and customer-specific support, Drumming facilities (optional) if any under various supply models as below:
 - i. Supplies made under bill-to (Distributor) & ship-to (Customer) model
 - ii. Supplies made under bill-to (Distributor) & ship-to (Distributor) model
 - iii. Supplies made under bill-to (Distributor) & ship-to (Distributor) model for drumming purpose, The drumming facility needs to meet the compliance requirements.
- c) Providing advance consolidated volume forecasts (2-3 months rolling plan basis) for production planning.
- d) Submitting a weekly market intelligence report for AdPlus's review and decision-making.
- e) Payment to AdPlus to be made as per the agreed terms for all supplies as mentioned in (b) above.
- f) Continuous monitoring of customer creditworthiness and timely alerts to AdPlus regarding credit risks.
- g) Transparency on customers being served preferably Bill-to/Ship-to basis.
- h) Full commitment to Adplus' sales, with no Trading Activity of Imports /other domestic phenol/acetone manufacturer).
- i) Intimation regarding shortage and damage if any, in the consignment received by customer and take corrective action avoiding possibilities of sales return.
- j) Brand promotion and product awareness.
- k) Maintain safety and compliance in the distribution chain for hazardous chemicals
- l) Any other work related to marketing and sales of our product.

Product Pricing:

- a) Pricing, discounts, incentives, and related commercial terms shall be solely determined by AdPlus and shall remain on AdPlus discretion.
- b) AdPlus may consult Distributors to align pricing with market conditions and customer expectations.

Monitoring Framework:

Distributor performance will be evaluated regularly against the monthly business plans, ensuring operational effectiveness and achievement of mutually agreed targets.

Major Terms and conditions for Phenol & Acetone distributorship:

- a) Ex-factory / Ex-Storage sale to distributors
- b) The Distributors should abide by all the instructions that will be issued by AdPlus from time to time.
- c) Products once sold will not be taken back except for valid reasons.
- d) If no order is placed by the Distributor for a period of 3 months, or if the performance of the distributor is found not satisfactory, the order of appointment of the distributor is liable for cancellation without any prior notice.
- e) A Suitable agreement based on the above conditions and including such other conditions as AdPlus may prescribe will have to be executed by the distributor with AdPlus.
- f) AdPlus reserves the right, at its sole discretion to appoint additional Distributors in the area allotted to the Distributor and/or sub-divide the territory where AdPlus deems it necessary.
- g) AdPlus reserve the rights to reject any application without assigning any reason whatsoever.
- h) The Distributorship agreement would be initially for three (3) years and may extended based on mutual agreement.
- i) Adplus reserves the right to ask for Bank Guarantees from the distributor in order to protect its financial interests.
- j) Distributor shall not make mis – representations about the Product and / or promise any additional benefit (*other than what is being offered by Adplus*) to the end customer.
- k) Distributors to provide financial data to external agencies for periodic credit evaluation.

Eligibility Criteria:

Applicants will be evaluated based on the following parameters:

- a) The Bidder should have GST registration preferably with 3years' experience in Marketing and Sales of Phenol & Acetone.
- b) The bidder should have a minimum sales turnover of Rs. 250 Crs per annum during the previous two years.
- c) Proven experience in commodity chemical trading/distribution where in Phenol & Acetone is preferred.
- d) Strong access to relevant customer networks aligned with AdPlus' target markets. The party to provide list of customers along with one invoice raised within past 3 months from the date of publication of EoI.
- e) Demonstrated customer service excellence. May submit any appreciation letter/certificate of recognition awarded by other company.
- f) Financial strength, including turnover, profitability, and performance over the past 3 years. Required last 3 years audited financial reports.
- g) Availability of logistics and infrastructure, such as drumming facilities (optional) and distribution assets. Having own transport fleet is an added advantage.
- h) No prior major criminal convictions in offences of moral turpitude.
- i) No prior record of being a sanctioned entity and / or having business associations with entities sanctioned by the United Nations and / or United States of America and / or United Kingdom and / or European Union and / or NATO.

Documents Required for EOI Submission:

Applicants must prepare the following documents for submission (please refer attached questionnaire):

- a) Company Profile, including:
 - 1) Business overview and product portfolio
 - 2) Ownership structure and affiliations (parent/subsidiaries)
 - 3) Current product categories handled and number of customers served.
 - 4) Volumes handled as Distributor for major principals.
 - 5) Geographic coverage and volumes traded over the last 3 years.
 - 6) Proven EXIM capability, advance licenses etc. (if applicable)
 - 7) Existing conflicts of interest and proposed mitigation measures.
- b) Five (5) customer references and 1–2 principal references (min. 2-year relationship).
- c) Company Name & Registered Address.
- d) Copy of Company PAN Card Number.
- e) Copy of GST Registration Certificate Details.
- f) Audited financial statements for the last 3 years and certificates/recognitions from principals.
- g) Income Tax returns (last 3 years) and Certificate of Incorporation.
- h) Details of banking arrangements and available credit lines.
- i) Products of interest (Phenol and/or Acetone).
- j) Preliminary target volume and geographical markets to be covered.
- k) Scan copy of the signed Application (Annexure 1 & 2) and full set of EOI documents stamped and signed in all pages.
- l) Bank details duly certified by the Bank.
- m) Copies of supporting documents as mentioned in the application form

Evaluation Process:

- a) The party who fulfils the eligibility criteria may be called for detailed presentation within 30 days of the application received.
- b) If the applicant does not get any information from office within 30 days of the submission of the application, it should be presumed that the application is rejected due to non-fulfilment of selection criteria.
- c) Selected Applicants will be intimated after receipt and evaluation of Expression of Interest.
- d) Award of the Distributorship will be issued to the selected Applicant with a request to execute an Agreement between Applicant and AdPlus within 30 days of award, before execution of Agreement.
- e) The Distributor has to start his business within 30 days of allotment failing which the appointment shall stand cancelled by AdPlus upon serving a 30 days' notice to the allottee.

Standard Terms and Conditions:

1. Standard of Performance

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

2. Conflict of Interest

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

3. Confidentiality

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

4. Termination

AdPlus has the right to terminate the Agreement at any time on serving 60 days' notice to the Distributors without assigning any reason as well as in circumstances where the Distributors commits a material breach of agreement or becomes bankrupt. Termination of this agreement for whatever reason shall not affect the obligation/ liabilities of the Distributors accrued hereunder in respect of matters at the time of the agreement. Distributors may appeal against the termination to an approved authority in the AdPlus.

In the event of serious breaches Adplus reserves the right to terminate the agreement on immediate basis including imposing penal provisions of encashing the Bank Guarantee.

5. Applicable Law

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

6. Fairness and Good faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of the objectives of this Contract. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes

of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

7. Jurisdiction

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

Mode of Submission of Eoi:

The EOI document along with the supporting documents and the Annexures shall be submitted to e-mail ID: **Application@adplus.net.in** with subject as "Eoi for Appointment of Distributors by AdPlus for Phenol and Acetone" on or before the closing date and time as indicated above, failing which the EOI's will be treated as late and liable for rejection. One distributor can apply for a maximum of three regions.

The EOI document may be downloaded from the AdPlus/HPL's website: **<https://www.haldiapetrochemicals.com/vendor-tender-documents>**

Interested parties may contact:

Mr. Debashish Nandi: +91 9867758038

Mr. Gopal Sharma: +91 9833910174

Mr. Koushik Datta: +91 9748779358

Annexure-1 (Questionnaire Format)

Section A: Company Information:

1. Company Name: _____
2. Registered Office Address: _____
3. Year of Incorporation: _____
4. Type of Entity/ Nature of Business (Pvt Ltd / Ltd / LLP / Partnership / Proprietorship):
 - a) In case of individual, Age of the applicant:
 - b) In case of Partnership, name of Managing Partner (a copy of partnership deed should be attached):
 - c) In case of company, Name of Managing Director (a copy of Memorandum and Articles of Association and current list of directors should be attached):
5. Parent Company / Subsidiaries / Affiliates (if any):
6. Company PAN Number: _____
7. GST Registration Number: _____ (Please mention if you have multiple GST based on locations)

Section B: Business Profile:

1. Brief Description of Business Activities:

2. Product Portfolio Currently Handled (Chemicals / Polymers / Others):

3. Number of Customers Currently Served: _____

4. Industry Segments Served (e.g., pharma, adhesives, coatings, resins, etc.):

5. Geographical Areas of Operation:

Section C: Experience & Credentials:

1. Years of Experience in Chemical Trading / Distribution:

2. Major Principals Represented (current or past):

3. Volumes Traded (Annual) – Last 3 Years (MT):

a) FY 2023–24: _____

b) FY 2022–23: _____

c) FY 2021–22: _____

4. Turnover in Last 3 Years (₹ / USD):

a) FY 2023–24: _____

b) FY 2022–23: _____

c) FY 2021–22: _____

5. Awards / Certifications / Recognitions (if any):

Section D: Infrastructure & Capabilities:

1. Number of frontline Sales Personnel and its distribution:

Region	North	No	West	No	South	No	East	No
City-1								
City-2								
City-3								
City-4								
	North Total		West Total		South Total		East Total	

Grand Total:

2. Warehousing Facilities (Location, Capacity):

3. Drumming / Repacking Facilities (if available):

4. Logistics Arrangement (Own fleet / Hired transport / 3PL):

5. Digital Capabilities (ERP, CRM, Online Ordering, Tracking, etc.):

Section E: Financial Details:

a) Audited Financial Statements Attached:

☐ Yes ☐ No

b) IT Returns for Last 3 Years Attached:

☐ Yes ☐ No

c) Banking Partners & Credit Lines Available:

d) Credit Rating (if applicable):

e) Limits available from Banks (Rs. Cr)

BG

LC

Collateral

Cash

Channel Finance

Total

f) Your Consortium of Banks

1.

2.

3.

4.

Section F: Customer & Principal References:

a) Five Customer References:

b) Principal References (1–2 numbers):

Section G: Conflict of Interest Declaration:

Any existing or potential conflict of interest?
☐ Yes ☐ No

If Yes, provide details and proposed resolution:

Do you have any pending legal case/s against you, if yes please give details

Section H: Proposal for AdPlus' Distributorship:

a) Products of Interest:

☐ Phenol ☐ Acetone ☐ Both

b) Existing Distributor of Deepak Phenolics Ltd (DPL) OR HOCL OR Import

☐ DPL ☐ HOCL ☐ Import ☐ None of them

c) Regions of interest for which seeking distributorship

☐ North ☐ South ☐ East ☐ West

d) Preliminary Target Volume (Monthly / Annual):

e) Geographies Proposed for Distribution:

f) Value-Added Services you can offer (credit, delivery, technical service, etc.):

g) Market Intelligence Capabilities (brief description):

h) Any other information you want to furnish

Section I: Declaration:

I/We have gone through your terms and conditions governing the appointment as "Distributor".

I/We hereby convey my/our full consent to abide by the guidelines issued by AdPlus and also any other directive issued in respect of sales policies, price of the product, rules and regulations and any such matters pertaining to the sale of Phenol and Acetone from time to time.

I/We hereby declare that the information provided above is true and correct to the best of our knowledge. We agree to comply with the guidelines, ethical standards, and requirements as described in the EOI.

Authorized Signatory Name: _____

Designation: _____

Company Seal: _____

Date: _____

Annexure-2 (Code of Conduct)

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

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

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

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

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

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

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

viii) **Fairness & Transparency**: Treat all bidders impartially, ensure open competition, and provide clear, accurate information.

I, further declare that:

i) I shall be obliged to suo-moto proactively declares any conflicts of interest (*coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage including family relations with any existing or past employee of Haldia Petrochemicals Limited and / or Adplus Polymers and Chemicals Pvt Ltd and / or its subsidiary and holding companies*) in any procurement process or execution of contract and failure to do so would amount to violation of this code of conduct; and

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

iii) I shall make a full and fair disclosure of all information sought from me under this Expression of Interest.

iv) I further understand that at any point in time, if Adplus realises that the information provided by me is incorrect and / or I am accused of the breach of the Code of Conduct, then, Adplus may terminate this Expression of Interest without any notice.

Yours faithfully,

Place:

Signature and Stamp of bidder:

Date: Name of the Bidder: