



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5253570 Dated/दिनांक : 06-08-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-08-2024 14:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	27-08-2024 14:30:00 90 (Days)		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)			
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		
Item Category/मद केटेगरी	Custom Bid for Services - HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years		
Contract Period/अनुबंध अवधि	5 Year(s) 6 Month(s) 2 Day(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	38 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 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 and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, 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		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	252000

## ePBG Detail/ईपीबीजी विवरण

Dearwine d/2 <del>11.1</del> 277.	No
॥ Reguirea/आवश्यकता	No

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

CBD BELAPUR, MUMBAI

Ambalamugal,ernakulam, Department of Chemicals and Petrochemicals, Hindustan Organic Chemicals Limited, Ministry of Chemicals and Fertilizers

(Hindustan Organic Chemicals Limited)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

- 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 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 % (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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR): 1722880689.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: <a href="https://document.org/1722880803.pdf">1722880803.pdf</a>

**Scope of Work:**<u>1722925340.pdf</u>

**Payment Terms:** <u>1722925366.pdf</u>

Quantifiable Specification / Standards of The Service/ BOQ1722925461.pdf

Custom Bid For Services - HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Sandeep	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMABALAMUGA, ERNAKULAM	1	N/A

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

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. 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 100% of total value.

## 3. Buyer Added Bid Specific ATC

#### **ARBITRATION OF DISPUTES:**

All disputes, differences, questions and claims arising out of, under or touching upon this T ender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parti es through mutual discussion. If the parties fail to resolve the dispute by such mutual cons ultation within 21 days, then such disputes, difference, questions or claims shall be referre d for resolution through arbitration by either of the parties to the India International Arbitra tion Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitra tors. The award of Arbitration shall be final and binding on the parties. The seat of the Arbit ration 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 the reof 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."

# 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

M/s. Hindustan Organic Chemicals Limited payable at CBD Belapur, Mumbai

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

M/s. Hindustan Organic Chemicals Limited payable at CBD Belapur. Mumbai

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 7. 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.

#### 8. 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.

#### 9. 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.

#### 10. 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

# 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.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

# (भारतसरकारकाउदयम, A Government of India Enterprise)

अंबलम्गल, कोची AMBALAMUGAL, COCHIN - 682 302

द्रभाष Phone: (0484) 2720911, ईमेलE-mail: kochi@hoclindia.com

# OPEN E-TENDER NOTICE

HOCL Invites e-Bids under the two-bid system for the following work:

Sl. No.	Description of Item and Tender No.
0.1	HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months)
01	HOCL TENDER REF: FAS/PROP/2024/9

Tender documents may be downloaded from www.hoclkochi.com or www.gem.gov.in

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India.Interested parties may please get registered with NIC e procurement portal (URL: https://eprocure.gov.in/eprocure/app.) or GeM portal to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum /extension before submitting the offers.

You may submit your offer on <u>two-bid system</u> online before the due date and time specified.

Earnest Money Deposit: Rs.2,52,000/-

For and on behalf of Hindustan Organic Chemicals Limited (GSTN:32AAACH2663P1ZG)

SANDEEP Chief Manager (Fire and Safety)

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# HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months)

# AT HOCL KOCHI

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# SPECIFICATION FOR FOAM TENDER (PUMP AND ROLL TYPE)

# THIS DOCUMENT TO BE SIGNED AND STAMPED BY THE BIDDER ON ALL PAGES AND SUBMITTED ALONG WITH THE OFFER

#### 1.0 **SCOPE**

This specification covers the General requirements regarding the materials, performance and acceptance tests for the Foam tender to be used for Fire Fighting.

The scope of supply shall be inclusive of, but not limited to the following:

- Chassis.
- A centrifugal type fire water pump.
- Separate engine for driving water pump.
- Foam compound tank.
- Water tank.
- Foam proportioning system.
- Foam-cum-water monitor
- Hose Reel-Normal pressure.
- Body Fabrication.
- Accessories and spares.
- Piping, necessary controls.
- Cooling System of Indirect type with open circuit.

Design cum body Building/Fabrication, Material Supply, testing, accessories, exterior/interior work, documentation and Commissioning of New Fire Tender on **TATA** / **Ashok Leyland /Bharat Benz/Mahindra/Eicher/Volvo**, chassis with BS –VI or latest Emission norms having **GVW of not less than 18 Tonnes, with Diesel engine**. The Fire tender shall be designed, fabricated/manufactured as per IS 10460: 1983 reaffirmed in 2000, with best material and good workmanship.

### 2.0 **CHASSIS**

2.1 The Fire Tender shall be fabricated and built on the **chassis of TATA / Ashok Leyland / Bharat Benz/ Mahindra/Eicher/Volvo**. It should be one single **HVAC** cabin accommodating 01 driver+01 Officer + 04 Firemen (with bucket seats having a provision to accommodate SCBA).

The following shall be mandatorily furnished along with the offer:

- a. Chassis Manufacturer's Product catalogue of the offered chassis model with full details(Power @ rpm, torque @ rpm, wheel base, turning circle diameter, braking system, permissible FAW(front axle weight), RAW(rear axle weight), GVW(gross vehicle weight)etc)
- b. Load distribution chart, determination of operational FAW, RAW, GVW, permissible FAW, RAW, GVW etc of the chassis manufacturer etc shall be furnished along with the offer.

#### 3.0 PUMPING SYSTEM:

#### 3.1 Water Pump

The pump fitted on the Fire Tender shall be of single pressure type EN 1028 CE centrifugal pumps, capable of delivering,3000 LPM at 10 bar. The pump make

shall be **Rosenbauer / Godiva/ Sides/Darley**. The pump shall comply with the following performance parameters.

Normal pressure output: 3000 LPM at 10 bar.

Deep lifting capacity of pump: 7.5 meters in 32 sec. at NTP condition. With 5 1/2  $^{\prime\prime}$ 

suction hose as per EN 1028

The overall pump shall be **CE certified** and shall be constructed from **Gunmetal**. The impeller and volute shall be made from gunmetal.

The mechanical seal assembly shall with stand dry running of pump up to **2 minutes** without any damages.

#### 3.2 **PUMP DRIVE ENGINE**

The engine shall be of diesel driven with BS VI minimum and shall be of the same make of chassis manufacturer with required power to drive the pump with output 3000lpm at 10 barmounted on common MS frame with suitable engine non-vibration mounts. Pump should have suitable gear box to match the engine RPM to pump RPM.

#### 3.3 ELECTRONIC PUMP THROTTLE CONTROL PANEL

Electronic Throttle Control shall be housed in SS304 Metal Enclosure with vehicles' CANBUS integration and 7" TFT LCD Touch Screen. The Panel shall govern Engine RPM and Pump pressure with Auto-Idling interlock for Low Water Level. Governing operation shall be controlled by separate IP65 Switches and IP65 Enclosure to avoid water and dust ingress. 100dB audible Alarm alert for critical warnings, including Low Foam Level, CANBUS disconnection, Preset attained, 50Hr Pump Service Alert. English and Hindi Language Display UI for ease of operation. Control Panel shall be NABL approved IP65 & CE certified.

#### 3.4 **Pump Priming System**

Priming system shall be reciprocating type, capable of priming from **7m** in less than **23-24 second**.

The primer shall be constructed of gunmetal to prevent corrosion due to salty /brackish water. The complete priming assembly should be from the pump manufacturer only.

#### 4.0 WATER TANK

4.1 The Water tank shall be of min. **4000 Ltrs** capacity &shall be suitably mounted on the chassis in such a way that the weight distribution is optimized. Tank should be rectangular with corners rounded/semi elliptical in shape. In addition a 2% expansion space shall be made in the tank over & above the water capacity. The tank shall be fabricated out of Stainless Steel grade **304** sheet min. 5mm thickness for bottom, and 4 mm for sides & tops. The baffles shall be of minimum 4mm thickness. Welding shall be done using TIG welding only. The tank should have adequate SS angle reinforcement.

#### 4.2 **Baffles:**

The tank shall be suitably baffled to prevent surge when the vehicle is cornering or braking. The baffle plates shall be of min. 4mm thickness **SS 304 plate** & should be bolted type. The fasteners used shall be of **SS material** only so that they do not freeze due to rusting. The nuts shall be tack welded to the baffle plates. The baffles would be so designed that they do not distort / buckle under any circumstances during braking & cornering.

All piping and plumbing shall be designed to have minimum pressure drop & achieve the required pressure & flow at various locations. All pipe fitting & valves (except butterfly valves) shall be of SS304 material. All piping shall be designed for 10% over the maximum pressures encountered in the piping. The piping shall be flanged as far as possible for ease of maintenance. All lines shall be hydraulically tested at 1.5 times the design pressure however in no case shall the lines shall be hydraulically tested below 18 bar. All bolting shall be of SS 304.

#### 5.0 FOAM TANK

5.1 The Foam tank shall be of **min. 2000Ltrs.** capacity &shall be suitably mounted on the chassis in such a way that the weight distribution is optimized. In addition a 2% expansion space shall be made in the tank over & above the water capacity. Tank should be **rectangular/semi elliptical in shape**.

The tank shall be fabricated out of **SS304plates** of min. 5mm thick all around except the top plates, which shall be of 4mm.

The tank shall be of welded construction & die-pressed on all sides to prevent distortion & to ensure torsional rigidity. Due care would be taken to ensure that butt-weld joints are minimized. Wherever butt joints are unavoidable, they shall be radiographically tested.

The test films & reports to be submitted at the time of inspection. All other joints shall be DP tested for soundness of weld joints. Complete welding shall be done using Argon Gas aided (GTAW) process with **SS304** compatible electrodes.

# 5.2 **Baffles:**

The tank shall be suitably baffled to prevent surge when the vehicle is cornering or braking. The baffle plates shall be of min. **4mm thickness SS 304 plate** & shall be bolted type. The fasteners used shall be of SS material only so that they do not freeze due to rusting. The nuts shall be tack welded to the baffle plates. The baffles would be so designed that they do not distort / buckle under any circumstances during braking & cornering.

All piping and plumbing shall be designed to have minimum pressure drop & achieve the required pressure & flow at various locations. All pipe fitting & valves (except butterfly valves) shall be of SS304 material. All piping shall be designed for 10% over the maximum pressures encountered in the piping. The piping shall be flanged as far as possible for ease of maintenance. All lines shall be hydraulically tested at 1.5 times the design pressure however in no case shall the lines shall be hydraulically tested below 18 bar. All bolting shall be of SS 304.

## 6.0 **FOAM PROPORTIONING SYSTEM:**

AUTOMATIC Around the pump Foam Proportioning system with Automatic Foam Induction device duly calibrated for 1%, 3% & 6% shall be provided near the pump in order to induct foam liquid corresponding to flow of water from any source. Auxiliary foam induction arrangement to be provided.

# 7.0 **WATER/FOAM MONITOR**

- The Monitor shall be of Pyrolite construction with a compact split waterway designed with cast-in turning vanes providing performance and exceptional durability.
- Easy handwheel operation of both horizontal and vertical travel
- Rotational Range: 355°
- Elevation 45° below to 90° above horizontal
- Should be capable of flows between 2500 3000 lpm
- Horizontal movement adjustment lockable by knob.

- Vertical movement adjustment lockable by knob.
- It should be capable for +90 degree to -45 degree vertical movement.
- Capable to be mounted on the suitable place at roof top of the vehicle.
- Weight shall not exceed 10 kgs.
- The monitor will be capable of projecting the horizontal water discharge to an effective distance of not less than 90 meters in still air conditions when operated at rated pressure.
- The monitor shall have integrated removable stream shaper for maximum reach and stream performance
- Nozzle shall be made of Pyrolite with adjustable gallonage. The nozzle shall come with four distinct, calibrated and selectable flow settings
- Nozzle weight shall not exceed 7kgs
- Nozzle shall have spinning teeth and pattern detents for positive stream positioning
- Nozzle and monitor shall be of same make only.
- Certifications required: FM approved/ NFPA 1964/EN 15767-2: 2009 and EN 15767-1: 2009
- The monitor make shall be Akron Brass/ FireDos/Elkhart Brass/NAFFCO

#### 8.0 WATER HOSE REEL

8.1 The Normal pressure hose reel of 60-meter length shall be provided at a suitable place on the appliance. The hose used for the hose reels would be R2 type rated for a minimum working pressure of 25 bars & will be of min. 16 mm ID. The unit shall be supplied with Pistol type Multi Discharge Nozzle. Nozzles shall be capable of discharging 100~250 LPM @ 10 bar in Fog / Jet mode. The jet range shall be 25 - 30 m. (in still air condition).

## 9.0 CONTROL PANELS

Adequate illuminated pump operating control panel shall be provided on the rear side of the Fire Tender. All controls of the system shall be spaced properly & marked for easy operation. All valves shall be of lever-operated type and shall be made of SS with Teflon seats. The following controls shall be provided on rear side of the vehicle near the control panel:

- Level Indictors for Water Tank and Foam Tank
- Compound Gauge, Normal Pressure Gauge, High Pressure Gauge
- Pump Drive Engine Throttle Control
- Cooling Water Circuit Control
- Hydrant Connection for filling Water Tank
- Pump Inlets and Outlets
- Foam tank to foam proportionator valve
- Water Tank to Pump Butterfly Valve
- Pump to Monitor Valve
- Operating Instruction Plate

#### 10. Equipment Stowage Compartments

All the lockers & rear pump compartment shall be covered with shutters. The shutters shall have smooth operation. The shutters shall be of roller type only and not sliding type. Each enclosure / space for equipment shall be provided with a lighting system which shall be centrally operated with separate switches for right and left lockers. All the space on sides of the vehicle, below the chassis frame level shall be

utilized for stowing equipment's and shall be covered with rollers shutters. Suitable folding / removable arrangement shall be made for access to the lockers at height and removal of equipment from lockers.

#### **Stowage System**

Arrangement shall be provided for secure, scientific and systematic stowage of all accessories within the Fire Tender. Each equipment shall have its designated location so that it can be easily located during emergency situations. Suitable clamps, brackets, holders etc. shall be provided for major accessories as the need be. The accessories should be properly clamped / strapped to prevent shifting of the equipment while the vehicle is in motion and thereby avoiding damage to the paneling of the vehicle. Suction hoses shall be stowed on the roof top at a convenient location. Provision to be provided to ergonomically accommodate 12 fire hoses on left side and another 12 on right side of the Fire Tender with rolling shutters. Female couplings to be bolted on the floor of equipment locker for securing branches/foam nozzles etc.

#### **Mounting of Superstructure**

Compartment Superstructure shall be mounted on secure brackets of the steel subframe made from Anti-Corrosive Treated MS 4" section and shall be bolted with the chassis using the high tensile bolts. Use of "U" bolts as well as direct mounting of Superstructure on chassis frame is strictly non-permissible.

#### 11.0 LADDER

One man Beam Ladder Gantry: The vehicle shall be fitted with a single tier ladder beam Gantry fitted on the vehicle roof. The ladder beam gantry shall be suitable for fixing 10.5 m truss type extension ladder as per JCDD-10used in fire brigade. The beam gantry system shall allow slipping & loading of the ladders entirely from the ground level without the need for climbing on to the deck of the truck. The beam gantry shall be permanently attached to the truck & shall balance & pivot at predetermined points to allow the ladder to be cantilevered & tilted towards the ground when the ladder can be removed from the beam & go to work from ground level. The beam gantry shall house automatically using a safety latch. The beam & slide mechanism shall be made of aluminium or stainless steel & use solid bearing technology. The beam shall be attached with a "T" shaped handling bar which allows a fire fighter to grasp & draw back the main beam & ladder to a point where it counter balances & can be placed on ground for taking away the ladder. The automatic safety catch fitted at the base of the beam shall secure the beam from moving when it is housed in the vehicle & when the vehicle is moving. The aluminium extension ladder as per JCDD-10 (CE marked) shall be supplied along with beam gantry suitable for fixing in the gantry. The beam gantry shall be of the same manufacturer as of the truss ladder. The design of the beam gantry shall be such that the ladder can be released without difficulty from a reasonably accessible position. Means shall be provided for locking the ladder when stowed.

#### 12.0 ELECTRICAL SYSTEM & ACCESSORIES

All important electrical circuits shall have separate fuses suitably indicated & shall be grouped into a common fuse box located in an accessible position in Driver's cab and fitted with means for carrying spare fuses. All the wiring shall be monopole and shall not be exposed to the atmosphere. Conduits shall be used wherever necessary. Following electrical fittings shall be provided on the appliance at suitable location:

Head Lamps	2
Fog Lamps	2
LED Light Bar with Inbuilt PA System with Multitone Siren & Hooter in one unit	1
Reversing Light	1
Search Light with 30 meters Cable Reel	1
Spot Light (mounted near driving compartment)	1
Inspection Lamp with bracket	1
LED perimeter lights on top of either side of rear superstructure	Min 6

#### V -BAR EMERGENCY LED SYSTEM

V-shape Emergency Light System with 120 LED Light head of Red, Blue and White colour with Hooter & P. A. System shall be mounted on top of the driver cabin. 3 Dual Red-White and 3 Dual Blue-White Scene-Lighting LED blinkers with inbuilt flasher shall be installed on the upper periphery. Blinkers shall have Aluminium Base with Polycarbonate Cover.

#### 13.0 DOCUMENTATION

Bidders are required to forward the following documents along with other documents as asked for the tender otherwise the tender shall be liable for rejection:

- General drawing of Fire Tender. (With 3 Views) showing maximum possible details.
- Technical details/pictures/drawings on for crew seating arrangement.
- Load Distribution chart.
- General Layout of the equipment when mounted on the chassis.
- Drawing of the Water, Foam Tanks &Pump and pump drive engine
- ❖ Drawing of the MS 4" Anti Corrosive treated Subframe and Metacone mounting.
- Layout Sketch of piping & wiring.
- Performance curve of centrifugal pump.
- ❖ List of Make / Brand & model of all bought out items with their respective catalogues.
  - a. Subframe & Metacone mounting
  - **b.** CE marked Fire Pump
  - **c.** Water cum Foam Monitor
  - **d.** Pump drive engine
  - e. Backrest SCBA arrangement
  - f. Aluminum Rolling Shutters
  - g. LED Light Bar with Public address system
  - h. Truss type 10.5 Mtrs. Double Extension Aluminum Extension Ladder
- ❖ All the related documents asked in the above Technical Specifications.

#### 14.0 DEVIATIONS

There shall be no deviation to the specification unless agreed by owner in writing. In case there are any deviations from the above-mentioned specifications / tender Documents, the vendor shall give the same separately for the scrutiny of the technical committee. In case there are any valid deviations, these may be considered by HOCL. However, the technical committee of HOCL shall have absolute power & may reject the offer without assigning any reasons whatsoever.

#### 15.0 WORKMANSHIP & FINISH

The GVW of appliance will not exceed the rated GVW of the chassis manufacturer with all equipment & crew. The weight distribution diagram should be submitted along with the offer failing which the offer is liable for rejection.

#### 16.0 PAINTING & MARKING

The entire structure (Except Aluminum Profile Framework) will be prepared by grinding the welded surfaces, priming the finished material with a zinc rich primer & then finally coated with a two pack epoxy based paint.

#### Surface Preparation

Once the paneling is completed, all the outside surfaces should be painted with a good quality paint system, like Du-Pont, PPG, Standox etc. This should be poly-urethane (PU) based paint with a life of minimum 10 years. The bidder shall guarantee fade resistance of minimum 5 years from supply even if the vehicles are kept in the open.

# **Vehicle Exterior Paint**

The complete vehicle (all exterior surfaces) and monitor should be painted with at least 2 coats of zinc phosphate primer each of 50 microns DFT and two coats of polyurethane finish paint each coat of 50 microns DFT. Further improvement on the paint may be carried out by the manufacturer beyond that mentioned above, to give better protection & surface finish. The color for the outside will be as per the latest international & Indian norms for fire brigade vehicles. The user name will be written on both-sides with yellow color.

#### **Water Line Paint**

Water lines should be painted with of zinc phosphate epoxy primer each of 50 microns DFT and two coats of polyurethane finished paint each coat of 50 microns DFT. Water lines shall be painted red in colour.

#### **Details Required**

The bidder should give the details of the entire painting process & also the details of in house painting facilities like paint booth etc. The color for the outside will be as per the latest international & Indian norms for fire brigade vehicles. The user name will be written on both-sides with yellow color in English and Hindi

#### **Reflective stripes**

Reflective stripe(s) shall be affixed to the perimeter of the apparatus. The stripe or combination of stripes shall be a minimum of 4 in. (100 mm) in total width and shall conform to the minimum requirements of ASTM D 4956, Standard Specification for Retro reflective Sheeting for Traffic Control, Type I, Class 1 or Class 3. At least 50 percent of the cab and body length on each side, at least 50 percent of the width of the rear, and at least 25 percent of the width of the front of the apparatus shall have the reflective material affixed to it.

#### Marking / Name Plates & HOCL Logo

All the lockers / cabins shall be provided with Stainless steel Name Plates with letters itched on it boldly indicating the content. HOCL logo in original colour together with name (in Hindi and English) shall be written in golden yellow colour on both sides of the vehicle.

#### Other Miscellaneous Works

The inside of lockers shall be painted in pale cream / grey colour. The chassis frame shall be painted black and wheel arch shall be painted grey/white. Under frame of Chassis shall be painted with chlorinated rubber paint. The appliance shall clearly have the following marks at suitable locations.

- 1. Manufacturer's name & trade mark.
- 2. Year of manufacture
- 3. Pump serial numbers and capacities.
- 4. Capacity of water tank and foam compound tank in litres.
- 5. Engine and chassis number.

6. All instrument control & valves shall be identified with properly itched metallic Name plates.

#### 17.0 ACCEPTANCE TESTS

The acceptance tests as mentioned below will be given to complete satisfaction of inspecting officers. Vendor shall ensure that design of tender will not affect chassis parameters such as speed, turning circle, acceleration etc. All inspections & tests shall be carried out by the vendor to the complete satisfaction of HOCL's representative, who shall have access at all reasonable times to vendor's works. All testing parameters should be carried out at manufacturer's premises.

#### **Stability**

Stability of appliance will be such that when fully equipped & laden, if the surface on which the appliance stands is titled to either side at an angle of 27° from horizontal it will not overturn.

# **Gradient**

The vehicle will be tested on a gradient test ramp at an angle of 1:4. as per BIS.

#### **Endurance Test**

The pump will be tested for a continuous period of four hours non-stop & the water will not be replenished during this test & the engine will not show signs of over heating. This test will be offered at the pump manufacturer's workshop prior to shipment. The testing charges for the same shall be borne by the vendor.

#### **Priming Test**

The priming will be tested as per the latest standards & the system will be subjected to a test at a suction of 7 Mtrs. The priming should be achieved in less than 30 seconds.

#### **Articulation Test**

The vehicles shall be tested for articulation & will not show any signs of stress during this test. The clearance in the wheel wells will be checked for tolerances.

#### **Hydraulic Testing**

All the piping will be subjected to hydraulic test pressure of 15  $\rm Kg/cm^2$  for a period of min. 10 minutes. The pump casing will be subjected to a hydraulic test pressure of a minimum 21  $\rm Kg/cm^2$ .

#### **Shower Test**

After completion of the fabrication, the vehicle will be subjected to shower test as per the norms laid down under BIS. The appliance will not show any signs of leakages during this test.

#### **Road Test**

After completion of all the above mentioned tests, a road test will be carried out where the vehicle will be tested as per the parameters laid down by the BIS. The braking, acceleration & top speed tests will be checked & recorded by the inspecting officers.

#### **Progress Report**

Progress report on fabrication of the Fire Tender shall be sent to HOCL, Kochi by 5<sup>th</sup> of every month. It shall contain details of work done during the month and the proposed work to be done in the following month.

#### Scope Of Inspection

Inspection shall be carried out by HOCL representatives at the vendors site during the period of fabrication at appropriate stages.

#### **General Terms and conditions of the Contract**

# THIS DOCUMENT TO BE SIGNED AND STAMPED BY THE BIDDER ON ALL PAGES AND SUBMITTED ALONG WITH THE OFFER

#### **Period of Contract & Mobilization of contract:**

The period of contract shall be Five Years from the date of mobilization or start of contract; and the mobilization of period for starting the contract shall be 6 months from the date of issue of Work Order.

#### **Bid Evaluation Criteria**

- The offer should be submitted in two bid system.
  - Part–I shall consist the technical details and required documents/drawing etc. and Part–II shall consist Prices and other commercial terms.
- The offer shall be received only from manufacturers. No trader or dealer or authorized distributors shall be entertained.
- Average annual financial turnover of the bidder during the last 03 years, ending 31st March of the previous financial year should be at least ₹`37.80 Lakhs (Details of annual financial turnover to be submitted with Documentary proof).
- Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: (Documentary proof should be attached along with the Technical Bid). Three similar completed works costing not less than the amount equal to₹50.40 Lakhs each.

OR

Two similar completed works costing not less than the amount equal to ₹53.00 Lakhs each.

OR

One similar completed work costing not less than the amount equal to  $\ref{1.08}$  Crores each.

- The tenderer must have experience in fabricating and providing lease facilities of Fire Tender. The proof of having supplied such type of Fire tender to Public sector/Major Private sector industries, should be enclosed along with the Technical bid.
- The tenderer must either be a manufacturer of the multipurpose monitor and pump or procure them from an Authorized agent of a reputable manufacturer, for which a copy of the authorization letter from the manufacturer must be provided.
- The bidder shall have the requisite workshop facilities and testing equipment for carrying out the subject job. Such facilities will be witnessed by an HOCL team at the works of the bidder/firm if desired so by HOCL.
- The tenderer shall agree to demonstrate the offered type of Fire Tender with all the Extinguishing media if required by HOCL at a site mutually agreed upon by both parties.
- Tender should accompany the details asked in Annexure A, B, C, D, E, F, H, K, L, Q, R, S & W.
- The Vendor must have a positive Net Worth for the last three financial years (Audited Annual accounts statements are required to be submitted)
- The Vendor's business should not be into continuous cash losses for last three financial years.

- The firm should submit drawings/documentation as mentioned in Clause 13.0 of the ANNEXTURE – I {SPECIFICATION FOR FOAM TENDER (PUMP AND ROLL TYPE)}. Nonsubmission of drawings/documentation will lead to the rejection of the bid. The tenderer must submit drawings/documentation of the multipurpose monitor and pump along with the technical bid.
- Completion certificates of the similar work orders.

#### OFFERS NOT MEETING THE SPECIFICATIONS LISTED ABOVE WILL BE REJECTED.

#### **Scope of Work**

- **1.** The requirement is for round-the-clock fire tender service on a monthly rental basis (dry lease).
- 2. The rates shall include all incidental and other maintenance charges which may have to be incurred by the contractor in the execution of the work as per this contract. The rates shall be firm for the entire period of contract.
- **3.** A lump sum monthly rate for engagement shall be quoted. In the technical bid, the bidder must specify whether they are opting for the forward charge mechanism or the reverse charge mechanism for GST. The percentage of GST should also be mentioned in the technical bid.
- **4.** The Foam tender so deployed shall be as per the Technical specification mentioned in ANNEXURE I {SPECIFICATION FOR FOAM TENDER (PUMP AND ROLL TYPE)} with BS VI or latest emission norms.
- **5.** The vehicle shall be stationed at HOCL FIRE STATION but shall be deployed at any location deemed fit for an emergency.
- **6.** The Vehicle so deployed shall be as per latest BIS norms for pollution. The Fitness, Roadworthiness, RTO, Insurance and other statutory requirements and permissions whatsoever are in the scope of the vendor.
- **7.** The Contractor can submit the invoice within 10 days after completion of the service period on a monthly basis. Payment will be made through e-banking by HOCL within 15 days from the submission of the invoice. The Contractor shall submit the bill duly certified by the Concerned HOCL Personnel i.e. Section-in-Charge (SIC) / HOD (Fire & Safety).
- **8.** The successful bidders shall remit 10% of the Contract value as interest free Guarantee or furnish a Bank Guarantee from a Nationalized / Scheduled Bank in the format prescribed by HOCL. The successful bidder also has to furnish 5% of the contract value as security deposit.
- **9.** The absence of the deployed Fire tender due to any breakdown, accident etc shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/ substitute is the responsibility of the contractor. If the contractor fails to provide a substitute vehicle, HOCL may make alternative arrangements at the risk and cost of the contractor. Proportionate amount for such

days or the cost incurred by HOCL for alternate arrangement, whichever is higher shall be recovered from the Contractor.

- **10.** Any dents and other minor damages to the Fire Tender must be repaired immediately to maintain the image of the company, and is under the vendor's scope.
- **11.**The Contractor shall be responsible for keeping all valid and current documents, such as Tax, Insurance, Pollution under control certificates, etc., inside the vehicle. HOCL shall not be responsible, either directly or indirectly, in any manner whatsoever for any omission on the part of the Contractor to comply with the statutory requirements as per the Motor Vehicles Act 1988 or any other statute/rule as applicable.
- **12.**The Contractor shall comply with the requirements of all Local, State and Central Government Acts, Rules, Regulations, By-Laws, Orders, etc. in force from time to time.
- **13.**The Contractor shall obtain at his costs all permits, licenses, and other authorizations required for the work from Government Authorities. The Contractor shall maintain proper records and registers as required by the relevant statutes and submit them to HOCL as and when required.
- **14.**Hired Fire tender should be comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.
- **15.**The expense of fuel required towards mobilization of Fire Tender at HOCL and for clearing the site is under contractor's scope.
- **16.**Deduction shall be made from the monthly bills submitted by the contractor if so any expense incurred for the maintenance of the deployed Fire Tender by HOCL.
- **17.**All liabilities arising out of the failure / improper functioning of the Fire tender will rest upon the contractor.
- **18.**The Contractor is responsible for submitting copies of insurance coverage and other necessary documentation for the fire tender deployed at the Company. The Contractor must ensure timely renewal of these insurance covers / other necessary documentation.
- **19.**The contractor should bear all expenditures connected with maintenance (Mechanical/Electrical) necessitated to the vehicle during the period of Contract. All periodical maintenance has to be carried out as per OEM's recommendation/instruction. The entire repair works and associated works to be taken up and expenses borne by the contractor.
- **20.** Spares required for maintenance/defect rectification of Fire Tender to be arranged by the Contractor and at its own cost. Tyres needed to be replaced if required and the expense has to be incurred by contractor. In case procurement of new tyre is done by HOCL then proportionate amount will be deducted from the contractor's bill.
- **21.**The Contractor should cover the Fire Tender with a suitable comprehensive and a third-party insurance policy against any damage / accident to the vehicle. In case of any damage or accident to the Fire Tender during its deployment in HOCL, the liability of HOCL shall be limited to the payment of differential amount i.e. the difference

between the actual cost incurred for the repair of vehicle as against the amount of claim received from the insurer.

- **22.** Any loss or damage caused to any third party due to any accident of the fire tender should be compensated through the insurance only and HOCL shall not be liable for the same.
- **23.**HOCL shall not be liable to any damage / accident to the Fire Tender during transit / mobilization period or any damage / accident caused due to any manufacturing defect or improper maintenance of the Fire Tender.
- **24.**The vendor should have in his possession minimum 03 nos. of Fire Tenders (Foam Tender) having valid RC and Insurance. Copy of the same need to be submitted at the time of technical bidding. This is to ensure that Contractor is capable for providing substitute Fire Tender in case of the breakdown of the deployed vehicle at HOCL.

#### 25. Ownership of the Vehicles:

- The tenderer should be the owner of the Vehicle during the period of the contract.
- **26.**Training the Fire & Safety crew on fire tender operation, which consists of a one-day session following the mobilization of the truck to the HOCL site, is under the contractor's scope.

#### 27. Mobilization/Demobilization:

- All expenses towards mobilization at site and clearing the site etc., shall be deemed to be included in the price quoted by the contractor and no extra payment on such expenses shall be entertained.
- The mobilization period shall be 180 days and shall be reckoned from the date of issue of Work order.
- If the Fire tender is not deployed even after 07 months (210 days) from the date of the Work order, then the contract may be cancelled without prejudice to HOCL's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.

#### 28. HOCL's Scope:

- The Foam and Water required for the Fire Tender
- After mobilization of vehicle at HOCL site, fuel will be provided by HOCL.

# 29. Recovery/ Penalty:

In case the contractor fails to attend the jobs (Vehicle breakdown) on any shift, the deduction from rate quoted on the lump sum will be deducted from the total monthly bill. The Deductions for non-performing is as mentioned below:

• If the vehicle takes more than Two days for service / repair works, from the 3rd day onwards, a maximum of daily amount quoted per month shall be levied as penalty for and shall be deducted from the total monthly bill.

#### **30. 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."

## **31.Subletting of Contract**

No part of this contract nor any share or interest therein shall be in any manner or extent is transferred or assigned or sublet, directly or indirectly to any person/firm or organization whatsoever.

#### 32.Agreement

- The contractor has to execute an agreement with HOCL in the prescribed format on a non-judicial stamp paper of appropriate value and in case of placement of work order.
- Details of current commitments (copies of work orders to be uploaded), annual financial turn over (documentary proof to be uploaded), details of EMD, GST and PAN No., all additional documents including the tender documents and annexures shall be duly filled, signed and stamped in the format and uploaded along with the technical bid.
- GCC: The GCC shall be filled, signed and stamped on all pages and submitted as hard copy to the concerned Engineer-in-Charge as an undertaking that you have read and understood the contents of GCC and shall abide by it.

#### 33. Termination of contract

This contract can be terminated by either party by giving 3 months' notice, in case of non-fulfillment / non-performance of the contractual obligation by the either party.

#### 34. Validity Of Offer

Offer shall be valid for a minimum period of three months (90 days) form the last date of submission stipulated for the tender.

#### 35.Bid Closing Date / Opening Date

DUE DATE for submission of tender is (closing date) **27.08.2024, 14:00 Hrs. Technical Bids will be opened on 27.08.2024, 14:00 Hrs.** Acceptable bidders shall be informed the date of opening of the Price Bids.

#### **36.Earnest Money Deposit**

Earnest Money Deposit :Quotation shall accompany an EMD of ₹2,52,000/- (Rupees Two Lakhs Fifty Two Thousand only) shall be paid by crossed DD / Bankers Cheque / thro' NEFT only of State Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at CBD Belapur branch of SBI (A/c. No: 37881840330, IFS Code: SBIN0013551). Details of bank transfer should be indicated in technical offer. Quotations not accompanied with EMD, are liable to be rejected.

- No interest on EMD will be paid.
- EMD of unsuccessful bidders shall be refunded after finalization of the contract and no interest shall be payable.

#### **37.Security Deposit**

Total security deposit shall be 5% of total contract value. This shall be recovered through deductions at the rate of 5% (Five percent) of the value of each running account bill till the total security deposit amount is collected, after which no further deductions shall be made on this account.

Security Deposit shall be refunded not later than 60 days to the contractor without any interest after the completion of contract in all respects and completion of all such obligations under the contract.

#### **38.Performance Security**

Performance security shall be 10% of the total work order value of the contract. It shall be furnished within 21 days after notification of award and it shall remain valid for a period of 60 days after completion of work.

Performance Security shall be furnished in the form of Account Payee Demand Draft/ Bank Guarantee issued from any Commercial Bank in India / on online payment in an acceptable form.

#### 39.Liquidated Damages

If the work (mobilization of vehicle at HOCL) is not completed within the stipulated time, the contractor is liable to pay a LD @ 0.5% of the total contract value per week of the delay or part there of subject to a maximum of 5% of the contract value.

#### **40.Defect Liability Period**

As per GCC.

#### 41.Period of Contract & Mobilization of contract

The period of contract shall be Five Years from the date mobilization or start of contract; and the mobilization of period for starting the contract shall be 6 months from the date of issue of Work Order.

#### **42.Time of Completion**

Time of completion shall be 5 years from the mobilization date of vehicle at HOCL, Ambalamugal.

#### 43. Payment terms

Party can submit the invoice in 10 days after completion of service period on monthly basis and payment will be made through e-banking by HOCL within 15 days from the submission of invoice. The contractor shall submit the bill duly certified by the Concerned HOCL Personnel i.e. Section-in-Charge (SIC) / HOD (F&S). The payment will be made through RTGS/e-banking system. The contractor should have the account in the bank. In the absence of the requisite documents the bill shall be returned to the contractor.

#### 44.Contract Preference

Contract / Price Preference or any other concessions applicable for MSME /SSI Units /PSUswill be as per latest Government of India Directives. Foravailing this benefit, the bidder shall make their claim in the Technical Bid itself and enclose necessary documentary evidence to prove their eligibility.

#### 45.Agreement

The contractor has to execute an agreement with HOCL in the prescribed format on a non judicial stamp paper of appropriate value and in case of placement of work order.

Details of current commitments (copies of work orders to be uploaded), annual financial turn over (documentary proof to be uploaded), details of EMD, GST and PAN No. shall be filled in the format and uploaded along with the technical bid.

GCC: The GCC shall be signed and stamped on all pages and submitted as hard copy to the concerned Engineer as an undertaking that you have read and understood the contents of GCC and shall abide by it.

#### 46. 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) Not enclosing EMD with the techno commercial bid or EMD paid being lesser than the stipulated amount (d) Vendor not agreeing with the general conditions of the tender. (e) Not enclosing any particular documents asked for (f) Any other valid reasons.

## 47. Signing & Sealing On All Pages Of Bids

The vendor shall sign and seal on all the pages of the bids uploaded, failing which bids are liable to be rejected.

#### Officer-In-Charge

Mr. Sandeep Chief Manager (Fire & Safety) HOCL, Ambalamugal. Ph: 0484-2727 368, 369

......

Work order value

**In Rupees** 

# HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

Ambalamugal P.O., Ernakulam District, Kerala – 682 302.

HOCL Tender No.FAS/PROP/2024/9

#### CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months).

#### **TECHNICAL BID (FORM -A)**

# THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND SUBMITTED ALONG WITH THE E-TENDER

#### **PRO-FORMA-TECHNICAL BID**

**Type of Fire Tender** 

SI No.

1. Details of previous experience and current commitments (Copies of work order to be attached

**Period of Contract** 

Name of the

Organisation

2.		ails of annual financial turnove ched)	r during the last 3 ye	ears. Documentary Proof	to be
		Financial Year:	Turno	ver:	
		2021-22			
		2022-23			
		2023-24			
3.		ails of EMD enclosed: DD No ne of the Bank :		Amountir	g to `
4.	PAN	No of the bidder:			

5. GSTIN	No of the bidder:
1. 2. 3. 4. 5. 6. 7. 8. 9. 10 11 12 13 14 15	Annexure A (Labour Laws requirements) signed and sealed is attached.  Annexure B (Labour Laws Check List) signed and sealed is attached  Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached  Annexure D (Proforma of Declaration of Blacklisting / Holiday Listing) duly filled, signed and sealed is attached.  Annexure E(Bidder Information) signed and sealed is attached.  Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.  Annexure G (Bid Security Declaration) signed and sealed is attached.  Annexure H (Undertaking) signed and sealed is attached.  Annexure I (Declaration of Compliance of Order) signed and sealed is attached.  Annexure K (Integrity Pact) signed and sealed is attached.  Annexure Declaration on Code of Integrity for Public Procurement (COIPP) signed and sealed is attached.  Annexure Q (Bank Guarantee) signed and sealed is attached.  Annexure R (Declaration of Compliance Of Order) signed and sealed is attached.  Annexure S (Instructions to the Contractors for Use of Vehicles) signed and sealed is attached.  Annexure W (Form of Declaration Along With Submission of Tender) signed and sealed is attached.
We hereby	y undertake that we have read and understood the content of GCC and shall abide by it.
	he tender documents signed & sealed in all pages (Tender Notice, Scope of Work, Conditions of EMD, GCC, etc.)
Signature	of the Tenderer :
Name of the	he Tenderer :
Address	:
Mobile No	:
E-mail id:	
PLACE:	Seal:
DATE:	

# **TECHNICAL BID (Form B)**

Sl.No.	DETAILS	
1	Name of the Contractor	
2	Address with telephone, e-mail, fax number &	
	the name(s) of the contact person(s)	
3	Year of establishment (Please attach	
	documentary evidence)	
4	Income Tax – PAN No. (Please attach	
	documentary evidence)	
5	GST Registration (Please attach documentary	
	evidence)	
6	Detailed description and value of works done	
	for others(Please attach documentary evidence)	
	evidence	
7	Details of EMD	

Signature of the Bidder:			
Name of the Bidder	:		
Address	:		
PLACE:			Seal:
DATE:			

# **COMPLIANCE / NO-DEVIATION STATEMENT**

Tender No: FAS/PROP/2024/9

CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months)

It is hereby stated that the quotation/offer submitted by us is in full compliance with all 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.

Signature of the Tenderer	:	
Name of the Tenderer	:	
Address	:	
Place:		SEAL:
Date:		

# **COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)**

Tender No: FAS/PROP/2024/9

# **CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months)**

It is hereby stated that we have read and understood General Conditions of Contract (GCC) and confirm that we abide by all the terms and conditions of GCC.

Signature of the Tenderer	:	
Name of the Tenderer	:	
Address	:	
Mob No :		
Mail ID :		
Place:		SEAL
Date:		

# **CHECK LIST**

# Tender No: FAS/PROP/2024/9

# **CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months).**

	EMD - NOT APPLICABLE TO MSME / SSI Units /PSUs			
	Details of EMD enclosed: (YES/NO).			
	DD No	Dated	_ Amounting to	
	Name of the Bank:			
1.			erms and Conditions (Annexure I to V and Annexure - A to be signed and stamped on all pages, scanned and	
2.	· · ·	-	ay Listing (Annexure D) - duly filled, signed and stamped,	
3.	Bidder Information (Annexure - E) - put <b>v</b> mark in front of your confirmation, signed and stamped, scanned and uploaded (YES/NO).			
4.	Self Declaration of percentage of local content (Annexure F) - duly filled, signed and stamped, scanned and uploaded. (YES/NO).			
5.	Bid Security Declaration (Annexure H) - duly filled, signed and stamped, scanned and uploaded(YES/NO).			
6.	• • • • • • • • • • • • • • • • • • • •	_	d stamped, scanned and uploaded (YES/NO).	
7.			and stamped and uploaded (YES/NO).	
8.	Declaration On Code Of Integrity For Public Procurement ( <b>Annexure L</b> ) - duly filled, signed and stamped, scanned and uploaded( <b>YES/NO</b> ).			
9.	Bank Guarantee (For EMD / Security Deposit) (Annexure Q) - duly filled, signed and stamped, scanned and uploaded(YES/NO).			
10.	<ol> <li>Declaration Of Compliance Of Order (Annexure R) - duly filled, signed and stamped, scanned and uploaded(YES/NO).</li> </ol>			
11.	<ol> <li>Instructions To The Contractors For Use Of Vehicles Declaration Of Compliance Of Order (Annexure S) - duly filled, signed and stamped, scanned and uploaded (YES/NO).</li> </ol>			
	<ol><li>FORM OF DECLARATION ALONG WITH SUBMISSION OF TENDER (Annexure W) - duly filled, signed and stamped, scanned and uploaded(YES/NO).</li></ol>			
	Copies of Experience,			
Sig	nature of the Tenderer	:		
Na	me of the Tenderer	:		
Ad	dress	:		
Pla	ce:			
Da	te:			

# **ESI, PF, LABOUR LAW ETC. - REQUIREMENTS**

#### 1. ESI As per the ESI Act 1948

The Contractor shall enroll all his men deployed for the work in the ESI scheme. Registration for all workmen under ESI scheme is also to be complied with.

# 2. Safety Regulations and General Conditions of Contract

The Contractor should be strictly abiding all the safety regulation of HOC specified in GCC. Contractor should obtain necessary safety work permit from authorised officer before starting the work every day, in every shift.

### 3. Workmen Compensation

It will be your responsibility to meet all claims for compensation under workmen's Compensation Act 1923. ESI or under any other law in respect of sickness, accidents injury or death suffered by workmen engaged by you for carrying out the work. It shall be the sole responsibility of the contractor to comply with Employee's State Insurance Act 1948. You will also be responsible and liable in respect of claims for damage to property or persons arising from or in the course of execution of the contract work undertaken by you. You hereby agree that you shall keep HOC fully indemnified in respect of claims under the Workmen Compensation Act and all other claims aforesaid and you shall not under any circumstances raise any dispute with regard to the same.

### 4. Personal Protective Equipment (PPE)

You are requested to use personal protective equipment such as:

- 1. Safety Helmet.
- 2. Safety belts.
- 3. Welder's Personal Protective equipment like goggles, gloves, shoes and face shield.

As a measure to contain the spread of COVID-19, the following PPEs are essentially required to be provide to your workers:

- 1. Face Mask.
- 2. Face Shield.
- 3. Gloves.

Also, all your workers are to be subjected to temperature screening at Security, hand wash at the entrance, maintain physical distancing as far as possible.

You shall strictly instruct your workers not to spit in the public places and area of work.

It is the basic responsibility of the Contractor to provide all the safety gadgets (PPEs) as mentioned above to all their Supervisors / Workers.

And without these PPEs Contractor will not be allowed to carryout any job, which may please be noted.

#### 5. Labour Laws & Provident Fund

You are requested to possess:

1. A License from the Labour Department under Contract Labour (Regulation and Abolition) Act 1970.

2. A separate PF Code under the Employee PF Act - 1952 and also furnish details of CPF Contribution payment made with the Regional PF Commissioner.

### 6. Guidelines to Contractors / Suppliers for Environmental Protection

- Contractors / suppliers shall ensure that impact due to the environmental aspects of goods and services is minimum.
- Effluent generated during the activity is to be routed to effluent treatment plant as per the instructions given by the Engineer-In-Charge.
- Hazardous waste generated during the activity is to be disposed in accordance with Hazardous Waste (Management & Handling) Rules as per the instructions given by the Engineer-In-Charge.
- All other solid wastes are to be disposed as per the instructions given by the Engineer-In-Charge.
- Avoid leaks and spills to minimize the impact on environment. In the case of any leaks / spills immediately inform Engineer-In-Charge to take appropriate corrective action.
- If the item handled falls under hazardous category, please ensure that:
  - a. Product literature including MSDS / TREM Card etc. accompany the consignment.
  - b. Packing and labelling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.

#### 7. Plastic Free Zone

HOCL Company premises is declared as "PLASTIC FREE ZONE". Hence, plastic carry bags or any plastic item having thickness less than 75 microns should not be used / brought inside the Company. Violation of the same by the contractor or his employees will be an offence as per Company Rule.

# 8. Confined Space Entry

If entry into a confined space (like inside entry to columns, heat exchanger shells, vessels, filters, spheres, bullets, boilers etc.) is a part of the work, contractor should register the name and other details in the register kept for the purpose each time. All safety regulation has to be adhered and permit to be obtained before entering into a confined space. Also, after coming out from the confined space, the worker / supervisor has to report to the Engineer-In-Charge each time without fail. Any deviation in this register will not be permitted in any case.

#### **LABOUR LAWS - CHECK LIST**

### 1. Contract Labour (Regulation & Abolition) Act 1970

Contractor should possess Labour License if he engages more than 19 workers at a time for a particular job.

#### 2. **ESI Act 1948**

A worker whose wages (excluding Overtime Wage) does not exceed Rs. 15,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises / Township only after completing the following procedures:

- a. Those labourers already registered under ESI should submit their ESI card along with a copy.
- b. For new cases, the following documents are to be produced for registering under the Act:
  - 1. Registration form duly filled in by the worker concerned.
  - 2. Proof of identity Address and Age (SSLC / Birth Certificate / Driving License / Passport, etc.).
  - 3. Family photograph 2 Nos.
- c. For those workers whose wages is claimed to be more than Rs. 15,000/- per month should produce the following documents:
  - 1. An undertaking from his employer that his wage is more than Rs. 15,000/- per month and he is not required to be covered under ESI Act is to be submitted.
  - 2. A copy of the Personal Accident Policy showing that the worker is covered under the policy.

#### 3. The EPF & MP Act 1952

- a. The concerned worker has to file nomination form.
- b. If already covered under the Act and Scheme, the related document to be submitted.

# 4. Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act1979

The contractor should possess License under this Act, if he engages 05 or more interstate migrant workmen on any day.

# **SAFETY, HEALTH & ENVIRONMENT (SHE) CONDITIONS**

The Contractor shall enroll all his men deployed for the work in the ESI scheme. Registration for all workmen under ESI scheme is also to be complied with:

- Shall ensure the availability and suitability of qualified and experienced personnel at the site for effective and efficient SHE management.
- Shall ensure that the equipment, materials, consumables are in conformity with the requirements.
- Shall ensure that all equipment / scaffolding used are having adequate stability.
- Shall ensure that appropriate and adequate PPEs are provided and worn by the personnel involved.
- Shall ensure that safety signs are posted as appropriate to the activity / hazard as required.
- Shall ensure the removal of material from site, which do not conform to the requirements.
- Shall ensure no adverse impact on environment due to activities.
- Shall maintain proper close supervision over their employee's activities.
- Shall identify the hazards related to their nature of work being executed and develop methods to eliminate / control those hazards where required to prevent any unwanted incidents / accident.
- Shall educate / train the workers throughout the work and improve their SHE awareness.
- Shall ensure adequate hygiene, (i.e., cleanliness, environment free from dust and fume, proper lighting and drinking water to all worker employed by the contractor).
- Shall ensure regular controls are in place for the following by doing regular checks / inspections but not limited to the following:
  - Vehicles &equipment.
  - o Tools, equipment, lifting appliances.
  - Safety equipment.
  - Fire protection.
- Shall at his own expenses from time to time and whenever required clear away and remove all rubbish / scrap / unwanted materials from its work area to designated area.
  - Shall report all incidents / accidents occurring if any connected with the job. The Contractor shall prepare and submit an incident / accident report to HOCL's Safety Department.

# PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

I hereby declare that neither I in my personal i	name or in the name of my Proprietary concern M/s.  which is submitting neither
which I am involved as a Managing Partner have	ncern in which I am proprietor nor any partnership firm in we been placed on black list or holiday list declared by any any of the administrative ministries, except as indicated
(Here give particulars of blacklisting or holiday lis	ting, and in absence there of state "NIL")
In the case of a Partnership Firm:	
Bid/Tender nor any partner involved in the man as proprietor or managing partner of any firm or	agement of the said firm either in his individual capacity or concern have or has been placed on blacklist or holiday list pany (CPSU) or any of the administrative ministries, except
(Here give particulars of blacklisting or holiday lis	ting, and in absence there of state "NIL")
In the case of Company:	
•	placed on any holiday list or black list declared by any any of the administrative ministries, except as indicated
(Here give particulars of blacklisting or holiday lis	ting, and in absence there of state "NIL")
	to be false in any particular, Hindustan Organic Chemicals the right to reject my/our bid, and if the bid has resulted in I.
PLACE:	
DATE:	SIGNATURE OF THE BIDDER

# Tender No: FAS/PROP/2024/9

# **CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months).**

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

Name of the Bidder:				
Sl. 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. HOCL. If so, give details.	☐ Yes, we are on holiday List/Black List/De-List ☐ No		
2 i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	□ Micro □ Medium □ Small □ No		
ii	Status of MSE Bidder	<ul><li>□ Manufacturer</li><li>□ Services</li><li>□ Not Applicable</li></ul>		
iii	Whether MSE bidder is offering product manufactured by him/her	□ Yes □ No		
3	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	□ Mention UAM Number		
i	PP Policy for MSME order, 2012.  SSI/MSME/NSIC/UAM /DIC registration certificate	□ Not Applicable		
ii	Submitted valid document against clause no 3 (i)	☐ Submitted ☐ Not Applicable		
4 i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by Competent Authority)	□ Yes □ No		
ii	Whether the proprietor of "MSME" enterprise is woman (i.e., Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	□ Yes □ No		
iii	Submitted certificate against clause no 4 (ii)	□ Submitted □ 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	□ Agreed □ Not Agreed		
DATE: SIGN AND STAMP OF BIDDER				

# Tender No: FAS/PROP/2024/9

# **CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months).**

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

Sl. No.	Commercial Clauses	Bidder Confirmation (Please put √)
1	Please mention whether you are a Class-I / Class-II Local supplier. (Please see the definition given below)	ClassI
	Ecous supplies. (Freuze see the desimilation given colon)	ClassII
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 who hold	77 (37
	intellectual property rights and there is a technology	Yes/ No
	collaboration agreement / Transfer of technology	
V E DE	agreement.	
e hereby e also u der Rul	CLARATION OF LOCAL CONTENT  y declare that the percentage (%) of local content specific inderstand that submitting False self-declarations and au e 175(1)(i)(h) of the General Financial Rules for which Two Years as per the Rule 151 (iii) of the General Financial rmissible under Law.	ditors will be in reach of Code of Integrit a Bidder or its successors can be debarre
e hereby e also u der Rul	CLARATION OF LOCAL CONTENT  y declare that the percentage (%) of local content specific nderstand that submitting False self-declarations and au e 175(1)(i)(h) of the General Financial Rules for which Two Years as per the Rule 151 (iii) of the General Financial	ditors will be in reach of Code of Integri a Bidder or its successors can be debarre

#### **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 AND 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 AND services or works offered for procurement has local content more than 20% but less than 50%.

Purchase Preference: Based on policy circular OM No.F.20/2/2014-PPD(Pt.) issued by Department of Expenditure dated 29.09.2016., the condition of prior turnover and prior experience with respect to all MSME be relaxed subject to meeting and quality and technical specifications by MSME.

DATE:	SIGNATURE AND STAMP

# Tender No: FAS/PROP/2024/9

# **CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months).**

### **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 intimating to start the work/ on receipt of Letter of Indent.
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

(Undertaking to be prepared on the Letter Head of the vendor, to be signed, sealed and to be attached in the Technical Bid)

To
The Chief Manager (Fire and Safety)
Hindustan Organic Chemicals Ltd.
Ambalamugal P.O. Ernakulam Dist.,

# Tender No: FAS/PROP/2024/9

#### **CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months).**

Sir,

Thanking you

**Kerala - 682 302.** 

We confirm that we have read and under stood all the terms and conditions of the Tender for CONTRACT FOR HIRING OF FIRE TENDER ON DRY LEASE FOR 5 Years (60 months) at HOCL, Ambalamugal. We further affirm that we have understood all the terms of above tender in HOCL. We also understand that the workers engaged in the work are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the workers based on the above settlement. We are confident that all the above requirements can be met with the rates quoted by us and our rates are workable. In case the work is awarded to us at the rates quoted by us, we undertake to satisfactorily execute and complete the work for the entire period of contract.

(Seal)	
Date:	
Place:	
(Name)	
Sd/-	
For	
Yours faithfully,	
Thanking you,	

#### **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 P.O., Ernakulam Dist., Kerala-682302 hereinafter referred to as "The Principal",

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

#### **Section 1- Commitments of the Principal**

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

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

- 1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) A Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) /contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### **Section 4- Compensation for Damages**

- 1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5- Previous transgression**

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in India conforming to the anti- corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

#### Section-6- Equal treatment of all Bidders / Contractors / Subcontractors

- 1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section-7- Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

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

- 1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
- 3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
- 8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The word 'Monitor' would include both singular and plural.

#### 10. Independent External Monitor Details:

i. Name: Shri. Arun Kumar Gupta

Mob No.:9833880764

Address: E-68B, Nandanvan CHS. Sector 17, Nerul,

Navi Mumbai, Maharashtra, Pin-400706

E-mail ID: <a href="mailto:guptaarung55@rediffmail.com">guptaarung55@rediffmail.com</a>

ii. Name: Shri. Nirmal Anand 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)

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

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

- i. **"Corrupt practice":** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. **"Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii. **"Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act,2002, between two or more bidders, with or without the knowledge of HOCL 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 HOCL with an intent to gain unfair advantage in the procurement process or for personal gain;

and

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

I, further declare that:

 I 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) in any procurement process or execution of contract and failure to do so would amount to violation of this code of integrity;

and

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

Yours faithfully,	
Signature and Stamp of bidder	:
Name of the Bidder	:
Place	:
Date	:

#### **DECLARATION OF COMPLIANCE OF ORDER**

# DECLARATION OF COMPLIANCE OF ORDER (PUBLIC PROCUREMENT NO.1, 2 & 3) DTD 23 JUL 2020 & 24 JUL 2020 ON RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

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

#### DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

#### INSTRUCTIONS TO THE CONTRACTORS FOR USE OF VEHICLES

# INSTRUCTIONS TO THE CONTRACTORS FOR USE OF VEHICLES, LIFTING MACHINES, LIFTING TOOLS & TACKLES, EARTH MOVING EQUIPMENT AND ENGINE OPERATED EQUIPMENT

1. Lifting machines, chains ropes and lifting tackles

Contractor shall possess valid certificates, for lifting machines, chains blocks, ropes, slings, D-shackles, belts and other lifting tools & tackles used for working inside HOCL, Ambalamugal.

2. Insurance for special type vehicles

Contractor shall possess valid certificates, for vehicles which are used for working inside HOCL, Ambalamugal.

#### 3. Driving License

The Driver/Operator shall possess relevant valid certificates, for vehicles which are used for working inside HOCL, Ambalamugal.

#### 4. Certificate of Fitness

Contractor shall possess valid certificates, for transport vehicles which are used for working inside HOCL, Ambalamugal.

#### 5. Vehicle Entry Permit

Vehicle entry permit shall be taken for use of Mobile equipment inside plant area.

#### 6. Spark Arrestor

Spark arrestor shall be provided for all vehicles / engine operated equipment which are used for working inside plant area.

#### NOTE:

- 1. The vehicle / mobile equipment brought inside HOCL premises shall be maximum 10 years from the date of registration.
- 2. Spark ignited equipment (including petrol driven engines) are not permitted inside PESO Licensed area.

Please note that Mobile Lifting Machines like Mobile cranes, Fork lift, Manlift, Dozers and Excavator shall be allowed to work inside the Factory Premises only after verifying the following:

#### I. For Mobile Cranes

Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:

- a. RTO license for operating crane available
- b. Record of eye examination/re-examination carried out as per Kerala factories Rules 1957
- c. Availability of load chart inside operator cabin in such a way that operator can read and understand load chart.
- d. Condition of hook and latch.
- e. Condition of wire ropes/slings.
- f. Condition of over hoist limit switch (Anti two blocks) and overload alarm.
- g. SWL marked on all hooks.
- h. Tyre condition.

- i. Third party inspection certificate of crane and lifting tools and equipment.
- j. Condition of Horn & Reverse horn.
- k. Condition in hydraulic cylinders and outriggers.
- l. Guards in moving and rotating parts.
- m. Availability of Safe Load indicator (SLI) in operator cabin.

#### II. For Fork Lift

Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:

- a. RTO License for operating Excavator.
- b. Condition of Fork.
- c. Condition in hydraulic cylinders for any leakage.
- d. Tyre condition.
- e. Condition of Horn & Reverse horn.
- f. Condition of overhead guard.

#### III. For Man Lift

Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:

- a. RTO license for operating crane available
- b. Record of eye examination/re-examination carried out as per Kerala factories Rules 1957
- c. Condition of Platform and guard rails.
- d. Condition of main boom and tip boom.
- e. Tyre condition.
- f. Third party inspection certificate of crane and lifting tools and equipment
- g. Condition of Horn & Reverse horn.
- n. Condition in hydraulic cylinders and outriggers.

#### IV. For Excavator/Dozer

Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:

- a. RTO License for operating Excavator.
- b. Condition of Loader bucket.
- c. Condition of Boom.
- d. Hydraulic oil level.
- e. Condition in hydraulic cylinders for any leakage.
- f. Tyre condition.
- g. Condition of Horn & Reverse horn.
- h. Condition of backhoe pins and bushings.
- i. Condition of swing tower.

# FORM OF DECLARATION ALONG WITH SUBMISSION OF TENDER

(On Bidder / Contractor letterhead)

Fı	rom
	O INDUSTAN ORGANIC CHEMICALS LTD mbalamugal
<ol> <li>3.</li> <li>4.</li> </ol>	
	amount of Security Deposit specified In Tender/NIT/ RFQ, I/We agree that HOCL without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said Earnest Money shall be retained by HOCL towards the Security Deposit specified in the Tender/NIT/RFQ. HOCL shall be at liberty to cancel the Tender/ NIT / RFQ, if I/We fail to deposit the Security Amount as aforesaid or to execute an Agreement or to start WORK as stipulated In the Tender/ NIT/RFQ Document.
	Dated this day of20

Signature of tenderer(s) with seal of the firm