



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5380771
Dated/दिनांक : 10-09-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 01-10-2024 14:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 01-10-2024 14:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 60 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Chemicals And Fertilizers |
| Department Name/विभाग का नाम | Department Of Chemicals And Petrochemicals |
| Organisation Name/संगठन का नाम | Hindustan Organic Chemicals Limited |
| Office Name/कार्यालय का नाम | Ambalamugal,ernakulam |
| Total Quantity/कुल मात्रा | 40000 |
| Item Category/मद केटेगरी | TRANSPORTATION OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL FROM BPCL/IOCL/HPCL, WILLINGDON ISLA |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No |
| Past Performance/विगत प्रदर्शन | 70 % |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |

Bid Details/बिड विवरण

| | |
|---|-----------------------------|
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 35600 |

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

GM MATERIALS

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

Splitting/विभाजन

| | |
|--|---|
| Splitting Applied | Yes |
| Maximum No. Of Bidders Amongst Which Order May Be Split | 3 |
| Split Criteria based on which quantity will be distributed | HOCL reserves the right to split the quantity as mentioned in tender terms. |

MII Purchase Preference/एमआईआई खरीद वरीयता

| | |
|--|----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | No |
|--|----|

Details of the Competent Authority for MII

| | |
|--|---|
| Name of Competent Authority | B BALACHANDRAN |
| Designation of Competent Authority | GM MATERIALS |
| Office / Department / Division of Competent Authority | MATERIALS DEPT |
| CA Approval Number | 10948 |
| Competent Authority Approval Date | 21-08-2024 |
| Brief Description of the Approval Granted by Competent Authority | HOCL IS FLOATING THE TENDER FOR TRANSPORTATION OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL FROM BPCL/IOCL/HPCL, WILLINGDON ISLAND / ERNKULAM/ IRUMPANAM TO HOCL, AMBALAMUGAL, KOCHI, KERALA, FOR A PERIOD OF 2 YEARS. BEING A SERVICE TENDER, MII IS NOT APPLICABLE. |

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| 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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are

advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

TRANSPORTATION OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL FROM BPCL/IOCL/HPCL, WILLINGDON ISLA (40000 metric tonne)

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|----------------|------------------------------|
| 1 | UNNIMAYA K P | 682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM | 40000 | 730 |

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates

(whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. Generic

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

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

6. Generic

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

7. Generic

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

8. Generic

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

9. Generic

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

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

10. Generic

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

11. **Purchase Preference (Centre)**

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

12. **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.

13. **Certificates**

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

14. **Certificates**

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

DULY FILL, SIGN AND SUBMIT ALL THE ANNEXURES ATTACHED ALONG WITH TECHNICAL BID

15. **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.

16. **Past Project Experience**

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

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

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

17. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Please submit duly signed and stamped tender terms along with technical bid .
2. Documents satisfying eligibility criteria should be provided along with offer.
3. Commercial term formats, Bid security declaration, Compliance of land border, Integrity Pact as per given annexures should be filled , signed and submitted along with the offer.
4. **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."

18. **Buyer Added Bid Specific ATC**

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

19. **Generic**

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---



HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 032
Phone: (0484) 2720911, www.hoclindia.com

MAT/PUR/10948/24

09.09.2024

M/s.

Dear Sir,

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala. We are interested in appointing competent transport contractors meeting the eligibility criteria for the work of Transportation of LSHS/ FURNACE OIL/Any variants of Furnace Oil from BPCL/IOCL/HPCL, WILLINGDON ISLAND/ERNKULAM/IRUMPANAM to HOCL, AMBALAMUGAL, KOCHI, KERALA, for a period of 2 years from the date of Work order with an option for extension up to 1 year on the same rate, terms and conditions after taking acceptance from the transporter, subject to satisfactory completion of the 2 year contract. The quantity required is approx. 40000 MT. If you are meeting the eligibility criteria and interested in carrying out the above job, you may please submit your offers as per the details given below.

Tender documents are uploaded in HOCL website www.hoclindia.com

The details of the tender are as shown in **INDEX** enclosed

DESCRIPTION OF THE WORK:-TRANSPORTATION OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL FROM BPCL/IOCL/HPCL, WILLINGDON ISLAND/ERNKULAM/IRUMPANAM TO HOCL, AMBALAMUGAL, KOCHI, KERALA. LIFTING OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL SHOULD BE STARTED IMMEDIATELY ON RECEIPT OF WORK ORDER FROM HOCL.

ESTIMATED VOLUME OF WORK: 40000 MT (+/- 25%)

EARNEST MONEY DEPOSIT (EMD):-Rs.35,600/-

DUE DATE OF SUBMISSION OF BIDS: – 01.10.2024, 2:00PM

DUE DATE OF OPENING OF BIDS: - 01.10.2024, 2:30PM

Thanking you,

Yours faithfully,

For Hindustan Organic Chemicals Ltd.

B.Balachandran
General Manager (Materials/MSS)

INDEX -Transportation of LSHS/ Furnace Oil/ Any variants of Furnace Oil

| | | |
|----|--|----------------|
| 1 | General instructions to the bidders for bid submission | Annexure-I |
| 2 | Eligibility Criteria for participating in the bid | Annexure-II |
| 3 | General Terms and conditions of the tender | Annexure-III |
| 4 | Safety Conditions | Annexure-IV |
| 5 | Commercial Terms format –A,B | Annexure-VA,VB |
| 6 | Bid Security Declaration | Annexure-VI |
| 7 | Compliance To Clause W.R.T Mandatory Registration Of Vendors From Countries Sharing Land Border With India, With DPIIT | Annexure-VII |
| 8 | Integrity Pact Format | Annexure-VIII |
| 9 | ESI, PF, Labour Law etc-Requirements | Annexure-A |
| 10 | Labour Laws-Checklist | Annexure-B |
| 11 | Safety, Health & Environment (SHE)Conditions | Annexure-C |
| 12 | Proforma of declaration of Blacklisting/ Holiday Listing | Annexure-D |

GENERAL INSTRUCTIONS TO BIDDERS FOR E BID SUBMISSION

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

1. Quotations shall be submitted online on or before the due date and time of closing of the tender. The Techno commercial bid containing proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexures.
2. Techno commercial bid shall be opened electronically on specified date and time.
3. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the service in compliance with the same."
4. The bids shall be neatly typed in English language with pages consecutively numbered and shall be signed on all pages by authorized persons. Bids shall be free from over writing and all corrections shall be duly attested by the bidder. All pages shall be signed by authorized person and sealed.
5. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
9. Purchase Preference to Central Public Sector Enterprises of Govt. of India and MSME's shall be as per Govt. of India policy in force.
10. Tenderers shall submit price bid only through e-bidding and no physical documents with respect to price bids should be submitted. In case bidder submits such physical documents for price bid, the same shall not be considered.



Eligibility criteria for participating in the bid

Offers of bidders who satisfy the following Eligibility Criteria only will be considered.

1. The transporter should have adequate number of suitable road tankers at his disposal for the work. Transporter should own minimum 4 tankers in the name of the company/firm/partners, proprietors. Capacity of each tanker should not be less than 15 MT and maximum gross weight should be limited to 60 MT and with valid calibration certificate issued by Legal Metrology Department.
2. Transporter should produce copy of valid Public Liability Insurance.
3. Transporter should have executed transportation contracts of total value of Rs 1.42 Cr for LSHS/ furnace oil /any other form of furnace oil /petroleum products during last 3 financial years. Transporter should enclose copies of contracts along with technical bid.
4. Transporter should have executed minimum one transportation contract of total value of Rs 35.60 lakhs for LSHS/ furnace oil /any other form of furnace oil /petroleum products during the last 3 financial years. Transporter should enclose copies of contracts with technical bid.
5. Vendor should submit balance sheet (profit and loss) for last three financial years.
6. Vendor should upload the satisfactory performance certificate/ Purchase Order copies from renowned customer. Contracts should show clearly the total value involved.
7. Documentary evidence for all the above parameters is to be furnished by the bidder along with the Technical bid. However, the existing registered vendors of HOCL for the said work who were enlisted after ascertaining the above parameters may be exempted from furnishing the details against point no. 3,4 5 and 6.
8. MSME vendors as well as starts ups are eligible for relaxation on condition of prior turn over and prior experience subject to meeting of quality and technical specifications.
9. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). Such bidders should submit the valid copy of registration certificate along with tender.

**TERMS & CONDITIONS OF TRANSPORTATION CONTRACT FOR LSHS/FURNACE OIL/ ANY
VARIANTS OF FURNACE OIL TRANSPORTATION**

**(TO BE SIGNED & SEALED ON ALL PAGES & SUBMITTED BY CONTRACTOR ALONG WITH
TECHNICAL BID)**

(The words "HOCL" and "Company", wherever it appears in this document shall mean Hindustan Organic Chemicals Limited, a company registered under Company Act, 1956 and having its registered address at Ambalamugal PO, Ernakulam, Kerala-682302.

1. QUANTITY:

The tendered quantity of **40000 MT** is the approximate requirement for 2 years and will have to be lifted as per the dispatch schedule given by HOCL.

Quantity variation of +/- 25% may be considered.

2. PRICE:

The rate quoted should be firm (without any escalation) for a period of 2 years from the date of issue of Work order with an option for extension up to 1 year at the same rate and terms and conditions. Rate and applicable GST % to the bidder may be provided in financial bid.

3. PAYMENT:

The payment will be done as per GeM Standard Payment terms.

Payment will be based on the actual quantity of product received by HOCL at its weighbridge. The maximum Transit Loss allowable per trip for the transportation of LSHS/ FURNACE OIL/Any variants of Furnace Oil from BPCL/IOCL/HPCL Storage at Ernakulam to HOCL shall be 0.50%. Recoveries will be made from the bills/Security deposit at the applicable rate for full quantity of shortage, if shortage exceeds the allowable limit.

4. VALIDITY OF OFFER:

Offer shall be valid for a minimum period of **60 days** from the last date of submission stipulated for the tender unless extended by mutual consent in writing. During the validity of period, tenderer will not be allowed either to withdraw or review his offer on his own. Breach of this provision will entail forfeiture of the EMD.

5. EARNEST MONEY DEPOSIT (EMD):

Bid shall be accompanied with a refundable **EMD of Rs.35,600/-** along with the technical bid. EMD may be submitted in the form of NEFT / RTGS to Hindustan Organic Chemicals Ltd., through our banker **M/s.State bank of India, Branch: CBD BELAPUR, A/c. No. 00000037881840330, IFSC: SBIN0013551**. EMD may also be submitted by way of Bank Guarantee from any Nationalized/ Scheduled bank.

Details of bank transfer should be indicated in the technical bid. EMD of the successful tender may be adjusted against security deposit. EMD of a tenderer shall be forfeited if bidder withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.

HOCL registered vendors for the said work and MSE Vendors/Startup vendors eligible for EMD exemption as per government guidelines need not submit EMD. Vendors claiming same have to submit documents substantiating the claim for EMD exemption along with Technical bid.

6. SECURITY DEPOSIT:

In case of an order placed on the tendered, tenderer will have to furnish a Bank Guarantee for 5 % of the order value towards Security Deposit within 21 days of issue of Purchase Order from a Scheduled Bank/ Nationalized Bank as per the HOCL requirement. This may be submitted in the form of a Bank Guarantee from a Scheduled bank or by NEFT/RTGS. SD will be forfeited in the event of a breach of any of the terms of the contract by the supplier. Security deposit amount will be returned within 60 days of successful completion of the order against written request from the tenderer.

7. PERIOD OF CONTRACT:

Unless otherwise specified or agreed to, the contract will be awarded for 2 years from the date of work order with an option for extension up to 1 year on the same rate, terms and conditions after taking acceptance from the transporter, subject to satisfactory completion of the 2 year contract.

8. PRODUCT INSURANCE:

HOCL will be making arrangements for insuring the product to cover transit risks.

9. PUBLIC LIABILITY INSURANCE:

The transport contractor shall take out Public Liability Insurance as per the ACT to cover any damage caused to the Public due to any accident/spillage of materials during transportation. The amount should be sufficient to cover the damage to the public as per the act. Copy of such valid Public Liability Insurance shall be produced by the transport contractor along with the technical bid. Vehicle insurance also has to be done by the transporter. Transporter will be required to have an insurance policy at his cost for each vehicle from Insurance Company and keep such policy in force at all times to cover all risks of whatever nature. In the case of award of work order Public liability insurance shall be kept valid for each tanker during pendency of the contract.

10. PLACEMENT OF ROAD TANKERS:

- a) Road worthy tankers shall be placed in sufficient numbers as required by HOCL.
- b) Product shall be uplifted from BPCL Willington Island Kochi/Irumpanam/IOCL Ernakulam / HPCL Irumpanam as and when required by HOCL and allowed.
- c) Tanker crew deployed in the road tankers shall be conversant with the product and shall be trained and licensed as per relevant acts.
- d) Tankers engaged shall be fit for carrying the products.
- e) Tanker crew deployed in the road tankers shall be conversant with the hazards of FO transportation and shall be trained and licensed as per relevant acts.
- f) The maximum weight capacity of HOCL weigh bridge is 60MT (gross), tankers may be placed accordingly.

11. SAFETY AGREEMENT:

Tendered shall execute a Safety Agreement with HOCL, copy of which is attached herewith.

12. VOLUME OF WORK:

No guarantee can be given by HOCL for any definite volume of work. The indicated quantities to be transported are indicative and are subjected to change depending on the demand of product at plant. Indicated quantity cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than the estimated quantities.

13. TRANSIT LOSS:

The maximum Transit Loss allowable per trip for the transportation of LSHS/ FURNACE OIL/Any variants of Furnace Oil from BPCL/IOCL/HPCL Storage at Ernakulam to HOCL shall be 0.50%. Recoveries will be made from security deposit/ bills at the applicable rate for full quantity of shortage, if shortage exceeds the allowable limit.

During the course of transit the goods shall remain at the Transporter's risk until the vehicle carrying the goods reaches HOCL. Transporter alone shall be responsible for any accident, damage or loss suffered in respect of the goods during transit.

14. ACCIDENT:

In the event of a tanker lorry containing product meets with an accident en-route to the destination, the Transporter shall immediately inform the Company and the statutory authorities like Police, CCOE etc.

The transporter shall ensure security of product at the accident site until the rescue arrives

15. DAMAGES TO HOCL'S PROPERTY / EMPLOYEE :

The Transporter shall remain at all times liable to HOCL for any loss or damage caused to any building, plant, machinery or the property of HOCL due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representative or employees.

HOCL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Carrier's the cost of repairs or the amount of loss or damages.

The Transporter shall be liable for any loss, any injury to HOCL's employee/agents due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representatives or employees.

16. BILLS:

Bills for the transportation work done shall be submitted by the contractor once in every fortnight in duplicate along with the lorry receipts (LR) giving particulars of quantity received, duly certified by HOCL. Such bills shall be accompanied by list of consignments with tanker wise LR No., BPCL/IOCL/HPCL Invoice No., Invoice Quantity and quantity accepted at HOCL. Deductions towards shortage and Income Tax deduction will be made from the bills as applicable.

17. SPLITTING OF CONTRACT:

HOCL reserves the right to split the quantity of work among the vendors in the ratio of **50:30:20** to ensure the continuity of the supply. The splitting will be as follows. The L-1 bidder will be eligible for 50% of the tendered quantity. The L-2 bidder will be eligible for 30% on matching the L-1 rate. The L-3 bidder will be eligible for the balance 20% on matching the L-1 rate. In case L-2 bidder does not agree to match the L-1 rate, the next lowest bidder may be considered for supply, if he matches the L1 rate and so on. If no other bidder matches the L-1 rate, the full tender quantity will be placed on the L-1 bidder. If only one bidder agreed to match the L-1 rate, the tender quantity will be split into 60:40 ratio. The performance of the transporters will be closely monitored for the first two months with regards adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOCL may cancel the order and allot the quantity between the other vendors as per the discretion of HOCL.

18. FORFEITURE OF SECURITY DEPOSIT:

The officer of the company, in his absolute discretion shall have the right to forfeit or appropriate the amounts due to the contractor or security deposits towards any sums that may be due to the company from the contractor on account of losses/damages in transit, liquidated damages costs of any services rendered by the company and/or any loss that may be sustained by the company as a result of breach by the contractor to render any or all the services under the contract to the satisfaction of the officer of the company without prejudice to other remedies open to the company under the terms of the contract or provisions of law.

In the event of security deposit being appropriated towards loss, the contractor shall forthwith recoup the amount to restore the security deposit to the full amount. Security deposit will not earn any interest. Subject to the provision mentioned above, the security deposit will be returned to the contractor within 60 days after the expiry of all contractual obligations and on written request from party.

Any loss/claim and or/damage arising out of performance of the contract would be adjustable against the SD. Any loss/claim/damage higher than the SD will be recovered from the payments due to the contractor.

19. SUB-CONTRACTING OR ASSIGNING THE CONTRACT:

The contractor shall not without the consent in writing of the officer of the company obtained in advance assign or subcontract the contract or any part thereof. Even when the permission to subcontract the whole or any part thereof has been granted, the company shall have no privity of contract with the sub-contractor and shall always hold the Main contractor responsible for the satisfactory completion of the contract.

20. EMPLOYEES OF THE CONTRACTOR:

The contractor may employ such employees as he may think fit and they shall be the employees of the contractor for all purposes whatsoever and shall not be deemed to be in the employment of the company for any purpose whatsoever, such employees stationed at HOCL, by the contractor shall be competent enough to take decisions instead of referring to the contractor and waiting for their decisions. Those employees shall always be bound by

the direction of the company. The employees deployed for executing the works should be covered under all relevant labour laws including ESI, PF etc and documentary evidence for the same should be produced whenever asked for by the company.

21. DETENTION CHARGES:

Every effort will be taken by the Company to unload the materials within a reasonable time. However, no detention charges will be payable in case of any delay for reasons beyond the control of the Company.

22. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a) The contractor shall place road tankers with valid permits from the authorities concerned and with emergency information panels required as per Motor Vehicles Act and fit in all respects for transporting LSHS/ FURNACE OIL/Any variants of Furnace Oil.
- b) The tankers placed by the transporter for Furnace Oil transportation should be dedicated for the purpose of transporting the product.
- c) The contractor shall report to HOCL any accident/damage to the goods and vehicle immediately.
- d) The contractor shall be solely responsible for any loss caused to HOCL due to contamination or shortages of products, malpractices or negligence committed by the vehicle crew and the same will have to be made good along with the penalties as deem fit by HOCL, by the contractor. Any decision of the company about contamination/ shortages of products negligence or malpractices of the crew is final and binding on the contractor.

23. THE COMPANY RESERVES THE RIGHT:

- a) Of appointing any other contractor or agency to get the work done if the contractor fails at any time to render all or any of the services under the contract to the complete satisfaction of the officer of the company at the contractor's Risk and Cost and recover such losses from the contractor that the company may suffer due to negligence of the contractor.
- b) Of appointing any other contractor for the services referred to in the contract to meet emergencies, if the officer of the company (whose decision shall be final) is satisfied that the contractor is not in a position to render all the specified services during such emergency.
- c) Of terminating the work or period of contract forthwith without notice or/and without assigning reasons.
- d) The Company reserves the right to accept or reject any or all offers without assigning any reasons thereof.

24. SIGNING AND SEALING ON ALL PAGES OF BID:

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

25. INTEGRITY PACT:

Bidder is required to sign the Proforma of Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-VIII. Integrity pact shall be duly signed on all pages. This document is essential and binding. In case a bidder does not sign & submit the Integrity Pact along with bid documents, his bid shall be liable for rejection.

26. 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.

27. JURISDICTION:

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

28. LOCAL OFFICE & CONTACT DETAILS / e-MAIL IDs:

All successful tenderers shall be required to have a Contact Office at loading location/ in Ernakulam dist. for convenience of day-to-day operations. All tenderers shall also provide their valid e-mail IDs for ease of communication in addition to their office address, contact numbers (phone; mobile etc.)

29. INDEMNITY:

- a) The Transporter shall be responsible for all taxes, levies and other costs of running the tank-lorry / transportation business, which shall inter-alia include i) salary / wages etc. of the crew and other employees; ii) payment of road tax, insurance, calibration, route permits, iii) cost of fuel, lubricants, tyres, repairs etc., & iv) statute or regulation both under regular working and arising from accident.
- b) It is agreed that the tank-lorries covered by this Agreement shall operate at the sole risk of the Carrier and in no case, the Company shall be held responsible for any loss or damage done to / by the Tank Lorry while on the Company's work or parked in their premises or anywhere else.
- c) The transporter shall indemnify HOCL against the consequences arising out of their or their employees/ agent's default or negligence or violation or non-adherence to Municipal /State /Central Acts relating to the carriage of goods. Should HOCL be held liable for any loss, damage or compensation to their parties arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter(s) to HOCL together with the cost incurred on

any legal proceedings pertaining thereto. The Transporter(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act and all other Industrial/Labour legislations for the time being in force or may later be brought into force governing the relationship between the employer and the employees and also undertake to hold HOCL indemnified against all claims, payments, losses that HOCL may have to make or suffer on account therefore.

30. GENERAL POINTS:

- a) The tenderer should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
- b) Tenderer shall submit Price Bids only through e-bidding and no physical documents shall be submitted.
- c) The tankers quoted in the tender should have all valid documents such as registration certificates, fitness certificate, calibration certificate, Insurance & road permit to operate supplies within state and should meet all home state statutory requirements of RTO rules such as state registration of tank lorries for movement within the state. The loading of the Tankers shall be done based on the RLW as endorsed on the RC book.
- d) The documents of the tankers offered shall be liable for verifications. If forged documents are submitted or any information is found to be incorrect, the bid shall be rejected and if the contract is awarded and detected subsequent to award of contract, the contract shall be liable to be terminated and HOCL shall be entitled to recover such damages / losses / claims / etc. as the HOCL may deem fit.
- e) Transporter to ensure that the Tanker reach HOCL and delivers product within specified trip time. The tanker not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the transporter.
- f) Transporter shall ensure that Tanker does not exceed the speed limits prescribed by the concerned authorities.
- g) HOCL reserves the right to seek any other documents related to vehicles and transportation.
- h) The tenderer shall ensure that all the tankers quoted / offered for the purpose of LSHS/LSFO/Any variants of Furnace Oil transportation shall be covered under valid State Permits and RTO requirements like registration of tankers meeting state rules as applicable.
- i) All offered tankers must have Locking / sealing arrangement facilities as per HOCL's / product supplier company's norms for locking / sealing the loaded tankers with the product.
- j) The contract is subject to compliance of MV Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notifications / amendments etc., by the tenderer.
- k) On frequent shortage complaints, HOCL is free to take appropriate action including suspension of tanker for any period / termination of the contract etc. as HOCL may deem fit.
- l) HOCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also HOCL reserves the absolute right to reject any or all the

bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in HOCL, the opinion/decision of HOCL regarding the same being final and conclusive.

- m) HOCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.
- n) Successful tenderer must submit the copies of Registration Certificate, road permits, certificate of Fitness, Insurance Certificate etc., along with Integrity Pact and security deposit to HOCL.
- o) Bidding is done through NIC and GeM no physical document with respect to Bids should be submitted.
- p) The Transporter shall ensure that Tank Lorries in the contract are always maintained in sound mechanical conditions and shall have all fittings as per the standards laid down by the Company from time to time.
- q) The Transporter shall be responsible for ensuring that all fittings in the tank-lorry shall be ISI marked. Also, each tank-lorry shall carry one portable ISI marked 9 KGs DCP fire extinguisher in an easily accessible position away from the tank-lorry unloading facilities and one portable CO₂ / DCP / Approved equivalent fire extinguisher in driver's cabin. The Company shall have the right to ask for additional fittings / equipment in the tank-lorry as per requirement.
- r) The Transporter shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Carrier and HOCL shall not be responsible for his omission or commission.
- s) Transporter shall ensure compliance to various statutory rules and regulations, including provisions of Motor Vehicle Acts/Motor Vehicle Rules/The Carriage by Road Act in force at all times during the period of agreement
- t) Tanker shall be calibrated for capacity in line with MV Act/Petroleum Rules/Weights & Measures Act.
- u) In all cases of failure of the products/ adulteration in Tanker as well as deemed failure (i.e. sample test value falls within specification range however, it is beyond the repeatability / reproducibility limits w.r.t. reference sample) of the product, action against the Carrier shall be initiated as under
 - a. Disposal of the contaminated product shall be done as directed by the company.
 - b. Cost of product as determined by the company shall be recovered from the carrier.
 - c. Incidental expenses and any other expenses sustained by the concerned for disposal of the contaminated product shall also be recovered from the transporter.
- v) Tenderers are requested to study the tender documents/Annexure carefully and understand the requirement, conditions etc. before quoting. Offers should be strictly in accordance with the tender terms and conditions.
- w) Online submission of tender document is a confirmation that the tenderers have fully read and understood the terms and conditions of this tender and have accepted the same in total.

31. STATUTORY PROVISIONS, SAFETY, COMPANY RULES

- a) The Transporter shall conform to the statutory regulations like “Indian Petroleum Act”, “Petroleum Rules”, “Motor Vehicle Act” & PUC norms etc. as applicable from time to time. In the event of the contracted tank-lorry is found not meeting these provisions, the company shall be free to initiate appropriate action as deemed fit.
- b) The Transporter shall ensure valid comprehensive insurance cover for the tanker & its crew at all time during the tenure of the contract.
- c) The Transporter shall ensure that the Crew of the tankers in contract are trained under Motor Vehicle Act and their licences are endorsed by the RTO for having attended the training / refresher courses in transportation of Petroleum Products / Hazardous goods.
- d) The Transporter shall be responsible for providing Safety helmets/ safety shoes for crew members as specified by HOCL at their own cost.

32. RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA:

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

33. NOTE:

The requirement will also be floated through NIC portal and order will be finalized on the most competitive offer among the technically accepted offer received against both the portals.

I herewith express my willingness to accept all the above Terms & Conditions in case work order is placed on me. I have signed all the pages of this Terms & Conditions in proof of acceptance. I understand that not accepting any of the conditions makes our offer liable for rejection.

Signature of the transport contractor:

Name and Seal:

Date :

Place :

SAFETY CONDITIONS

(TO BE SIGNED & SEALED BY THE CONTRACTOR AND SUBMITTED WITH TECHNICAL BID)

This safety agreement forms a part of Tender MAT/PUR/10948/24

We, agree to accept / implement the following:

- 1) Drivers with valid driving license and in sound health conditions will be deployed.
- 2) All tankers will have at least 2 persons including the driver.
- 3) The driver employed will be able to read, understand English and any one official Indian Language.
- 4) Drivers employed will possess a certificate of having successfully passed a 3 days special Driving Course with the prescribed syllabus as per Central Motor Vehicles (Amendment) Rules 1993.
- 5) All vehicles will be equipped with necessary first-aid, safety equipment, tool box, antidotes, fire extinguishers etc. as necessary to contain any accident. Vehicles sent for carrying the products/raw materials will contain the following safety items.
 - (a) PVC or rubber gloves, face shields, PVC suit, gumboots, safety torch, safety goggles, aprons, sealing compound, first-aid box with medicines, tool box with adequate quantity of tools in good working condition, fire extinguisher of adequate type and capacity as per Petroleum Rules 1976, approved spark arrester at the exhaust etc.
- 6) The vehicle will be in good working condition with special reference to the following:-
 - a) Good quality painting and metal work
 - b) Tyres and stepney condition
 - c) Correct emergency information panel and UN Hazard class symbols
 - d) Good quality of compartment valves and master shut off valve
 - e) Wiper, head lights, signal lights, bumper, mud guards etc.
 - f) Horn, brake, rear view mirror, brake lights, tyre wheel nut, wheel chokes, oil and oil pressure, brake pressure, all electrical wiring and switches as per Petroleum Rules 1976, chassis suspension, brake air reserve tank, foot brake and hand brake, clutch travel etc. Safety audit of each vehicle transporting hazardous chemicals will be carried out once every six months.
- 7) All vehicles will possess a valid R.T.O. Fitness Certificate.
- 8) Public Liability Insurance as per the Act shall be taken.
- 9) All tankers should be fitted with Tachograph as per BIS.

- 10) Transporter should have sufficient resources and contacts to meet any road accident emergencies.
- 11) It shall be ensured that the drivers carry TREM Card, Material Safety Data Sheet, Chemical Name Stickers and Emergency Action Procedure Stickers on tankers.
- 12) We shall strictly abide and obey all relevant points in Petroleum Rules 1976 and Central Motor Vehicles Rules 1989 and amendments from time to time.
- 13) No tanker carrying products to HOCL shall be parked on a public place like schools, hospitals or in any congested area or at a place within 9 meters of any source of fire or near source of water.
- 14) Tanker drivers will strictly follow all safety rules and regulations inside HOC premises with respect to speed limit, overtaking, parking of vehicles, no smoking etc.
- 15) Vehicles transporting LSHS/ FURNACE OIL/Any variants of Furnace Oil will be constantly attended by at least one person who is familiar with safety rules and regulations.
- 16) All vehicles will be subjected to security checks at various locations inside HOC premises and drivers shall be instructed to co-operate with security staff.
- 17) No driver or cleaner will be permitted inside HOC premises without proper identification and proper authority letters signed and issued by HOCL's authorized staff.
- 18) Drivers/cleaners shall not roam around factory premises leaving the vehicle unattended. Drivers/cleaners should not take bath, prepare food etc. inside HOC premises.
- 19) Drivers and cleaners will follow all relevant safety instructions when they are within HOC premises and during filling or unloading operation.
- 20) We agree that HOC has got full right to refuse filling of any vehicle if they find the vehicle unsuitable for transporting hazardous chemicals.
- 21) Drivers and cleaners shall not carry unauthorized passengers and also food stuffs/vegetables in the same tanker carrying HOC products.
- 22) All tanker drivers will be instructed to drive the vehicles slowly and maintain speed limits and avoid overtaking on National Highways.
- 23) As soon as a road accident occurs to any of the vehicles, the driver will report the incident to the nearest police station. In case of leakage, it should be contained by bunding with sand or earth and to ensure that the nearby water sources are not affected/ contaminated. transporter shall inform the consignor/HOCL at the earliest about the accident involving

vehicle carrying product. As soon as the details of the accident are received, we shall rush to the accident site with emergency kit and take necessary actions.

- 24) We will maintain with us adequate facility/arrangement to transfer chemicals from leaky tanker to standby tanker. Emergency kit will contain the following:-
 - a) Earthing cable
 - b) Chains and slings for lifting
 - c) Nuts and bolts and gaskets
 - d) Spanners and other tools
 - e) Safety torch
 - f) Gum boots, safety goggles, face shield, PVC suit, gloves etc
 - g) Leak sealing compound
 - h) Hand pump with hose and hose clamps
 - i) Metallic buckets
 - j) First aid kit etc.
- 25) We shall inspect each and every tanker lorry for its fitness before it is sent for filling. Tankers which are found defective and unsafe for filling will not be used to fill LSHS/FO.
- 26) We shall send out drivers and cleaners for training in HOC as and when it is arranged.
- 27) We shall ensure that drivers are not over worked/over exerted and sufficient sleep and rest shall be given to drivers carrying LSHS/FO.
- 28) Alcoholism among drivers shall be checked by us.
- 29) We will ensure that the driver receives adequate instruction and training to enable him to understand the nature of the damages to which the chemical being transported might give rise and the emergency action he should take and his duties under the regulations.
- 30) We shall not engage the tanker carrying hazardous chemicals to carry edible oil, drinking water or other edible products.
- 31) All tanker Lorries shall have a master switch to cut off the entire electrical circuit when not in use. Master switch will be switched off during loading/unloading.
- 32) Pilferage, malpractices, adulteration, tampering of seals etc during transportation will be totally avoided and ensured by us.
- 33) We shall employ only drivers with sound health who takes moral responsibilities and uses quick judgment and presence of mind during emergencies.
- 34) Driver of the tanker transporting hazardous goods will observe at all times all the precautions necessary, for preventing fire, explosion while the tanker is in motion and when it is not being driven, he will ensure that the goods carriage is parked in a place which is safe

from fire, explosion and any other risk and is at all times under the control and supervision of himself or some other competent person above the age of 18 years.

- 35) The driver of the tanker transporting hazardous goods, will ensure that the information given to him by the consignor in writing is kept in the driver's cabin and is available at all time while the hazardous goods to which it relates are being transported.
- 36) We will ensure that the driver is fully aware of the relevant information about the hazardous goods being transported and satisfy himself that such driver has sufficient understanding of the nature of goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- 37) The road tanker will not be filled or unloaded except in a place approved for the purpose.
- 38) Any accident, fire or explosion occurring in the road tanker while carrying LSHS/FO, which is attended with loss of human life or serious injury to person or property, should be immediately reported to the nearest Police Station having jurisdiction to the Chief Controller of Explosives and to HOCL.
- 39) The contractor will contact HOC Safety Department officials for an y further clarification pertaining to safety, health and environment for products handled by him.
- 40) Contractor should assist HOC in all matters regarding health, safety and environment during transportation as HOC is a signatory to "RESPONSIVE CARE" and is an ISO-9001, ISO-14001ISO 50001 and ISO-45001accredited company.

Accepted the above

Signature of the transport contractor:

Name and Seal:

Date :

Place :

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

ALL THE DETAILS ASKED BELOW MAY BE FURNISHED ON YOUR LETTER HEAD. SEPARATE SHEETS MAY BE ATTACHED WHEREVER SPACE IS FOUND TO BE INSUFFICIENT. NOT FURNISHING COMPLETE INFORMATION WILL LEAD TO REJECTION OF APPLICATION.

I. FOR OFFERS THROUGH NIC CPP PORTAL, VENDORS CAN OFFER THEIR BASIC RATE AND GST IN THE BOQ ITSELF
 II. FOR OFFERS THROUGH GEM PORTAL, RATE QUOTED SHOULD BE INCLUSIVE OF GST. (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)

| Sl.No | DETAILS REQUIRED | |
|-------|---|--|
| 1 | Name and Address of Organization | |
| 2 | Phone No | |
| 3 | GSTIN | |
| 4 | E-mail id for correspondence | |
| 5 | Contact Person Name and Mobile No | |
| 6 | Whether registered with MSME/NSIC (If so pl. enclose documentary proof): | |
| 7 | Certificates provided along with supply, if any | |
| 8 | No. of Tankers for similar product (enclose RC book copy of min. 4 tankers) | |
| 9 | Tanker category as per " BHARATH STAGE EMISSION " norms | |
| 10 | Validity of offer | |
| 11 | Deviation in specification/ terms and conditions if any | |
| | Please confirm if your firm is blacklisted by any PSU : | |

Signature and Stamp

(KINDLY FILL THIS SHEET AND SUBMIT IN –COMMERCIAL TERM FORMAT-B)

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

BID SECURITY DECLARATION

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

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

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

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER

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

Date:

TO WHOMSOEVER IT MAY CONCERNS

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

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

Or .

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

Or

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

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

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

Name of the Bidder

Stamp & Signature of the Bidder

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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 form 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: ShriArun Kumar Gupta
Mob No.:9833880764
Address: E-68B, Nandanvan CHS.
Sector 17, Nerul,
Navi Mumbai, Maharashtra, Pin-400706
E-mail ID: guptaarung55@rediffmail.com
- ii. Name: NirmalAnand Joseph Deva, IFS(Retd.)
Mob No.: 9000881570, 6304041900
Address: Flat No.201, MJR Devi Homes, House No.1-10-59/1,
Street No.2, Beside Navatha Transport, Ashok Nagar,
Near Himayath Nagar, Hyderabad, Telangana-500020
E-mail ID: meghanadeva2022@gmail.com

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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 work men under ESI scheme is also to be complied with.

2. Safety Regulations and General Conditions of Contract

The Contractor should be strictly abide all the safety regulation of HOC specified in GCC. Contractor should obtain necessary safety work permit from authorized officer before starting the work everyday, 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 Equipments (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 al \l the safety gadgets (PPEs) as mentioned above to all their Supervisors/Workers.

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

5. Labour Laws & Provident Fund

You are requested to possess:

1. A License from the Labour Dept. 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 minimise 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 labeling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.

7. B. 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–CHECKLIST

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

Contractor should possess Labor 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 `15,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises/ Town ship 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–2Nos.
- c. For those workers whose wages is claimed to be more than `15,000/-per month should produce the following documents:
 1. An undertaking from his employer that his wage is more than `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) Act 1979

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 following Safety, Health and Environment conditions shall apply to the Contractor those who are working at HOCL, Ambalamugal.

- 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 equipments/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 & equipments
 - Tools, equipments, lifting appliances
 - Safety equipments
 - Fire protection
- Shall at his own expenses from time to time and when ever 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 OWNER's Safety Department.

ANNEXURE-D**PROFORMA OF DECLARATION OF BLACKLISTING/ HOLIDAY LISTING****In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting neither the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by any Government Public Sector company (CPSU) or any of the administrative ministries, except as indicated below:

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

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by any Government Public Sector Company (CPSU) or any of the administrative ministries, except as indicated below:

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

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by any Government Pubic Sector Company (CPSU) or any of the administrative ministries, except as indicated below:

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

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

PLACE:

DATE:

SIGNATURE OF THE BIDDER



HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 032
Phone: (0484) 2720911, www.hoclindia.com

MAT/PUR/10948/24

09.09.2024

M/s.

Dear Sir,

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala. We are interested in appointing competent transport contractors meeting the eligibility criteria for the work of Transportation of LSHS/ FURNACE OIL/Any variants of Furnace Oil from BPCL/IOCL/HPCL, WILLINGDON ISLAND/ERNKULAM/IRUMPANAM to HOCL, AMBALAMUGAL, KOCHI, KERALA, for a period of 2 years from the date of Work order with an option for extension up to 1 year on the same rate, terms and conditions after taking acceptance from the transporter, subject to satisfactory completion of the 2 year contract. The quantity required is approx. 40000 MT. If you are meeting the eligibility criteria and interested in carrying out the above job, you may please submit your offers as per the details given below.

Tender documents are uploaded in HOCL website www.hoclindia.com

The details of the tender are as shown in **INDEX** enclosed

DESCRIPTION OF THE WORK:-TRANSPORTATION OF LSHS/ FURNACE OIL/Any variants of Furnace Oil from BPCL/IOCL/HPCL, WILLINGDON ISLAND/ERNKULAM/IRUMPANAM to HOCL, AMBALAMUGAL, KOCHI, KERALA. LIFTING OF LSHS/ FURNACE OIL/Any variants of Furnace Oil should be started immediately on receipt of work order from HOCL.

ESTIMATED VOLUME OF WORK: 40000 MT (+/- 25%)

EARNEST MONEY DEPOSIT (EMD):-Rs.35,600/-

DUE DATE OF SUBMISSION OF BIDS: – 30.09.2024, 2:00PM

DUE DATE OF OPENING OF BIDS: - 01.10.2024, 2:00PM

Thanking you,

Yours faithfully,

For Hindustan Organic Chemicals Ltd.

B.Balachandran
General Manager (Materials/MSS)

INDEX -Transportation of LSHS/ Furnace Oil/ Any variants of Furnace Oil

| | | |
|----|--|----------------|
| 1 | General instructions to the bidders for bid submission | Annexure-I |
| 2 | Eligibility Criteria for participating in the bid | Annexure-II |
| 3 | General Terms and conditions of the tender | Annexure-III |
| 4 | Safety Conditions | Annexure-IV |
| 5 | Commercial Terms format –A,B | Annexure-VA,VB |
| 6 | Bid Security Declaration | Annexure-VI |
| 7 | Compliance To Clause W.R.T Mandatory Registration Of Vendors From Countries Sharing Land Border With India, With DPIIT | Annexure-VII |
| 8 | Integrity Pact Format | Annexure-VIII |
| 9 | ESI, PF, Labour Law etc-Requirements | Annexure-A |
| 10 | Labour Laws-Checklist | Annexure-B |
| 11 | Safety, Health & Environment (SHE)Conditions | Annexure-C |
| 12 | Proforma of declaration of Blacklisting/ Holiday Listing | Annexure-D |
| 13 | Instructions for Online Bid Submission | Annexure-E |

GENERAL INSTRUCTIONS TO BIDDERS FOR E BID SUBMISSION

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

1. Quotations shall be submitted online on or before the due date and time of closing of the tender. The Techno commercial bid containing proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexures.
2. Techno commercial bid shall be opened electronically on specified date and time.
3. The bid shall contain as integral part of the same the following compliance statement: “We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the service in compliance with the same.”
4. The bids shall be neatly typed in English language with pages consecutively numbered and shall be signed on all pages by authorized persons. Bids shall be free from over writing and all corrections shall be duly attested by the bidder. All pages shall be signed by authorized person and sealed.
5. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
9. Purchase Preference to Central Public Sector Enterprises of Govt. of India and MSME's shall be as per Govt. of India policy in force.
10. Tenderers shall submit price bid only through e-bidding and no physical documents with respect to price bids should be submitted. In case bidder submits such physical documents for price bid, the same shall not be considered.



Eligibility criteria for participating in the bid

Offers of bidders who satisfy the following Eligibility Criteria only will be considered.

1. The transporter should have adequate number of suitable road tankers at his disposal for the work. Transporter should own minimum 4 tankers in the name of the company/firm/partners, proprietors. Capacity of each tanker should not be less than 15 MT and maximum gross weight should be limited to 60 MT and with valid calibration certificate issued by Legal Metrology Department.
2. Transporter should produce copy of valid Public Liability Insurance.
3. Transporter should have executed transportation contracts of total value of Rs 1.42 Cr for LSHS/ furnace oil /any other form of furnace oil /petroleum products during last 3 financial years. Transporter should enclose copies of contracts along with technical bid.
4. Transporter should have executed minimum one transportation contract of total value of Rs 35.60 lakhs for LSHS/ furnace oil /any other form of furnace oil /petroleum products during the last 3 financial years. Transporter should enclose copies of contracts with technical bid.
5. Vendor should submit balance sheet (profit and loss) for last three financial years.
6. Vendor should upload the satisfactory performance certificate/ Purchase Order copies from renowned customer. Contracts should show clearly the total value involved.
7. Documentary evidence for all the above parameters is to be furnished by the bidder along with the Technical bid. However, the existing registered vendors of HOCL for the said work who were enlisted after ascertaining the above parameters may be exempted from furnishing the details against point no. 3,4 5 and 6.
8. MSME vendors as well as starts ups are eligible for relaxation on condition of prior turn over and prior experience subject to meeting of quality and technical specifications.
9. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). Such bidders should submit the valid copy of registration certificate along with tender.

TERMS & CONDITIONS OF TRANSPORTATION CONTRACT FOR LSHS/FURNACE OIL/ ANY VARIANTS OF FURNACE OIL TRANSPORTATION

(TO BE SIGNED & SEALED ON ALL PAGES & SUBMITTED BY CONTRACTOR ALONG WITH TECHNICAL BID)

(The words "HOCL" and "Company", wherever it appears in this document shall mean Hindustan Organic Chemicals Limited, a company registered under Company Act, 1956 and having its registered address at Ambalamugal PO, Ernakulam, Kerala-682302.

1. QUANTITY:

The tendered quantity of **40000 MT** is the approximate requirement for 2 years and will have to be lifted as per the dispatch schedule given by HOCL.

Quantity variation of +/- 25% may be considered.

2. PRICE:

The rate quoted should be firm (without any escalation) for a period of 2 years from the date of issue of Work order with an option for extension up to 1 year at the same rate and terms and conditions. Rate and applicable GST % to the bidder may be provided in financial bid.

3. PAYMENT:

Payment will be made within 30 days from date of submission of bill.

Payment will be based on the actual quantity of product received by HOCL at its weighbridge. The maximum Transit Loss allowable per trip for the transportation of LSHS/ FURNACE OIL/Any variants of Furnace Oil from BPCL/IOCL/HPCL Storage at Ernakulam to HOCL shall be 0.50%. Recoveries will be made from the bills/Security deposit at the applicable rate for full quantity of shortage, if shortage exceeds the allowable limit.

4. VALIDITY OF OFFER:

Offer shall be valid for a minimum period of **60 days** from the last date of submission stipulated for the tender unless extended by mutual consent in writing. During the validity of period, tenderer will not be allowed either to withdraw or review his offer on his own. Breach of this provision will entail forfeiture of the EMD.

5. EARNEST MONEY DEPOSIT (EMD):

Bid shall be accompanied with a refundable **EMD of Rs.35,600/-** along with the technical bid. EMD may be submitted in the form of NEFT / RTGS to Hindustan Organic Chemicals Ltd., through our banker **M/s.State bank of India, Branch: CBD BELAPUR, A/c. No. 00000037881840330, IFSC: SBIN0013551**. EMD may also be submitted by way of Bank Guarantee from any Nationalized/ Scheduled bank.

Details of bank transfer should be indicated in the technical bid. EMD of the successful tenderer may be adjusted against security deposit. EMD of a tenderer shall be forfeited if bidder withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.

HOCL registered vendors for the said work and MSE Vendors/Startup vendors eligible for EMD exemption as per government guidelines need not submit EMD. Vendors claiming same have to submit documents substantiating the claim for EMD exemption along with Technical bid.

6. **SECURITY DEPOSIT:**

In case of an order placed on the tendered, tenderer will have to furnish a Bank Guarantee for 5 % of the order value towards Security Deposit within 21 days of issue of Purchase Order from a Scheduled Bank/ Nationalized Bank as per the HOCL requirement. This may be submitted in the form of a Bank Guarantee from a Scheduled bank or by NEFT/RTGS. SD will be forfeited in the event of a breach of any of the terms of the contract by the supplier. Security deposit amount will be returned within 60 days of successful completion of the order against written request from the tenderer.

7. **PERIOD OF CONTRACT:**

Unless otherwise specified or agreed to, the contract will be awarded for 2 years from the date of work order with an option for extension up to 1 year on the same rate, terms and conditions after taking acceptance from the transporter, subject to satisfactory completion of the 2 year contract.

8. **PRODUCT INSURANCE:**

HOCL will be making arrangements for insuring the product to cover transit risks.

9. **PUBLIC LIABILITY INSURANCE:**

The transport contractor shall take out Public Liability Insurance as per the ACT to cover any damage caused to the Public due to any accident/spillage of materials during transportation. The amount should be sufficient to cover the damage to the public as per the act. Copy of such valid Public Liability Insurance shall be produced by the transport contractor along with the technical bid. Vehicle insurance also has to be done by the transporter. Transporter will be required to have an insurance policy at his cost for each vehicle from Insurance Company and keep such policy in force at all times to cover all risks of whatever nature. In the case of award of work order Public liability insurance shall be kept valid for each tanker during pendency of the contract.

10. **PLACEMENT OF ROAD TANKERS:**

- a) Road worthy tankers shall be placed in sufficient numbers as required by HOCL.
- b) Product shall be uplifted from BPCL Willington Island Kochi/Irumpanam/IOCL Ernakulam / HPCL Irumpanamas and when required by HOCL and allowed.
- c) Tanker crew deployed in the road tankers shall be conversant with the product and shall be trained and licensed as per relevant acts.
- d) Tankers engaged shall be fit for carrying the products.
- e) Tanker crew deployed in the road tankers shall be conversant with the hazards of FO transportation and shall be trained and licensed as per relevant acts.
- f) The maximum weight capacity of HOCL weigh bridge is 60MT (gross), tankers may be placed accordingly.

11. SAFETY AGREEMENT:

Tendered shall execute a Safety Agreement with HOCL, copy of which is attached herewith.

12. VOLUME OF WORK:

No guarantee can be given by HOCL for any definite volume of work. The indicated quantities to be transported are indicative and are subjected to change depending on the demand of product at plant. Indicated quantity cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than the estimated quantities.

13. TRANSIT LOSS:

The maximum Transit Loss allowable per trip for the transportation of LSHS/ FURNACE OIL/Any variants of Furnace Oil from BPCL/IOCL/HPCL Storage at Ernakulam to HOCL shall be 0.50%. Recoveries will be made from security deposit/ bills at the applicable rate for full quantity of shortage, if shortage exceeds the allowable limit.

During the course of transit the goods shall remain at the Transporter's risk until the vehicle carrying the goods reaches HOCL. Transporter alone shall be responsible for any accident, damage or loss suffered in respect of the goods during transit.

14. ACCIDENT:

In the event of a tanker lorry containing product meets with an accident en-route to the destination, the Transporter shall immediately inform the Company and the statutory authorities like Police, CCOE etc.

The transporter shall ensure security of product at the accident site until the rescue arrives

15. DAMAGES TO HOCL's PROPERTY / EMPLOYEE :

The Transporter shall remain at all times liable to HOCL for any loss or damage caused to any building, plant, machinery or the property of HOCL due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representative or employees.

HOCL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Carrier's the cost of repairs or the amount of loss or damages.

The Transporter shall be liable for any loss, any injury to HOCL's employee/agents due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representatives or employees.

16. BILLS:

Bills for the transportation work done shall be submitted by the contractor once in every fortnight in duplicate along with the lorry receipts (LR) giving particulars of quantity received, duly certified by HOCL. Such bills shall be accompanied by list of consignments with tanker wise LR No., BPCL/IOCL/HPCL Invoice No., Invoice Quantity and quantity accepted at HOCL. Deductions towards shortage and Income Tax deduction will be made from the bills as applicable.

17. SPLITTING OF CONTRACT:

HOCL reserves the right to split the quantity of work among the vendors in the ratio of **50:30:20** to ensure the continuity of the supply. The splitting will be as follows. The L-1 bidder will be eligible for 50% of the tendered quantity. The L-2 bidder will be eligible for 30% on matching the L-1 rate. The L-3 bidder will be eligible for the balance 20% on matching the L-1 rate. In case L-2 bidder does not agree to match the L-1 rate, the next lowest bidder may be considered for supply, if he matches the L1 rate and so on. If no other bidder matches the L-1 rate, the full tender quantity will be placed on the L-1 bidder. If only one bidder agreed to match the L-1 rate, the tender quantity will be split into 60:40 ratio. The performance of the transporters will be closely monitored for the first two months with regards adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOCL may cancel the order and allot the quantity between the other vendors as per the discretion of HOCL.

18. FORFEITURE OF SECURITY DEPOSIT:

The officer of the company, in his absolute discretion shall have the right to forfeit or appropriate the amounts due to the contractor or security deposits towards any sums that may be due to the company from the contractor on account of losses/damages in transit, liquidated damages costs of any services rendered by the company and/or any loss that may be sustained by the company as a result of breach by the contractor to render any or all the services under the contract to the satisfaction of the officer of the company without prejudice to other remedies open to the company under the terms of the contract or provisions of law.

In the event of security deposit being appropriated towards loss, the contractor shall forthwith recoup the amount to restore the security deposit to the full amount. Security deposit will not earn any interest. Subject to the provision mentioned above, the security deposit will be returned to the contractor within 60 days after the expiry of all contractual obligations and on written request from party.

Any loss/claim and or/damage arising out of performance of the contract would be adjustable against the SD. Any loss/claim/damage higher than the SD will be recovered from the payments due to the contractor.

19. SUB-CONTRACTING OR ASSIGNING THE CONTRACT:

The contractor shall not without the consent in writing of the officer of the company obtained in advance assign or subcontract the contract or any part thereof. Even when the permission to subcontract the whole or any part thereof has been granted, the company shall have no privity of contract with the sub-contractor and shall always hold the Main contractor responsible for the satisfactory completion of the contract.

20. EMPLOYEES OF THE CONTRACTOR:

The contractor may employ such employees as he may think fit and they shall be the employees of the contractor for all purposes whatsoever and shall not be deemed to be in the employment of the company for any purpose whatsoever, such employees stationed at HOCL, by the contractor shall be competent enough to take decisions instead of referring to the contractor and waiting for their decisions. Those employees shall always be bound by the direction of the company. The employees deployed for executing the works should be

covered under all relevant labour laws including ESI, PF etc and documentary evidence for the same should be produced whenever asked for by the company.

21. DETENTION CHARGES:

Every effort will be taken by the Company to unload the materials within a reasonable time. However, no detention charges will be payable in case of any delay for reasons beyond the control of the Company.

22. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a) The contractor shall place road tankers with valid permits from the authorities concerned and with emergency information panels required as per Motor Vehicles Act and fit in all respects for transporting LSHS/ FURNACE OIL/Any variants of Furnace Oil.
- b) The tankers placed by the transporter for Furnace Oil transportation should be dedicated for the purpose of transporting the product.
- c) The contractor shall report to HOCL any accident/damage to the goods and vehicle immediately.
- d) The contractor shall be solely responsible for any loss caused to HOCL due to contamination or shortages of products, malpractices or negligence committed by the vehicle crew and the same will have to be made good along with the penalties as deem fit by HOCL, by the contractor. Any decision of the company about contamination/ shortages of products negligence or malpractices of the crew is final and binding on the contractor.

23. THE COMPANY RESERVES THE RIGHT:

- a) Of appointing any other contractor or agency to get the work done if the contractor fails at any time to render all or any of the services under the contract to the complete satisfaction of the officer of the company at the contractor's Risk and Cost and recover such losses from the contractor that the company may suffer due to negligence of the contractor.
- b) Of appointing any other contractor for the services referred to in the contract to meet emergencies, if the officer of the company (whose decision shall be final) is satisfied that the contractor is not in a position to render all the specified services during such emergency.
- c) Of terminating the work or period of contract forthwith without notice or/and without assigning reasons.
- d) The Company reserves the right to accept or reject any or all offers without assigning any reasons thereof.

24. SIGNING AND SEALING ON ALL PAGES OF BID:

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

25. INTEGRITY PACT:

Bidder is required to sign the Proforma of Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-VIII. Integrity pact shall be duly

signed on all pages. This document is essential and binding. In case a bidder does not sign & submit the Integrity Pact along with bid documents, his bid shall be liable for rejection.

26. 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.

27. JURISDICTION:

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

28. LOCAL OFFICE & CONTACT DETAILS / e-MAIL IDs:

All successful tenderers shall be required to have a Contact Office at loading location/ in Ernakulam dist. for convenience of day-to-day operations. All tenderers shall also provide their valid e-mail IDs for ease of communication in addition to their office address, contact numbers (phone; mobile etc.)

29. INDEMNITY:

- a) The Transporter shall be responsible for all taxes, levies and other costs of running the tank-lorry / transportation business, which shall inter-alia include i) salary / wages etc. of the crew and other employees; ii) payment of road tax, insurance, calibration, route permits, iii) cost of fuel, lubricants, tyres, repairs etc., & iv) statute or regulation both under regular working and arising from accident.
- b) It is agreed that the tank-lorries covered by this Agreement shall operate at the sole risk of the Carrier and in no case, the Company shall be held responsible for any loss or damage done to / by the Tank Lorry while on the Company's work or parked in their premises or anywhere else.
- c) The transporter shall indemnify HOCL against the consequences arising out of their or their employees/ agent's default or negligence or violation or non-adherence to Municipal /State /Central Acts relating to the carriage of goods. Should HOCL be held liable for any loss, damage or compensation to their parties arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter(s) to HOCL together with the cost incurred on any legal proceedings pertaining thereto. The Transporter(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act and all other Industrial/Labour legislations for the time being in force or may later be brought

into force governing the relationship between the employer and the employees and also undertake to hold HOCL indemnified against all claims, payments, losses that HOCL may have to make or suffer on account therefore.

30. GENERAL POINTS:

- a) The tenderer should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
- b) Tenderer shall submit Price Bids only through e-bidding and no physical documents shall be submitted.
- c) The tankers quoted in the tender should have all valid documents such as registration certificates, fitness certificate, calibration certificate, Insurance & road permit to operate supplies within state and should meet all home state statutory requirements of RTO rules such as state registration of tank lorries for movement within the state. The loading of the Tankers shall be done based on the RLW as endorsed on the RC book.
- d) The documents of the tankers offered shall be liable for verifications. If forged documents are submitted or any information is found to be incorrect, the bid shall be rejected and if the contract is awarded and detected subsequent to award of contract, the contract shall be liable to be terminated and HOCL shall be entitled to recover such damages / losses / claims / etc. as the HOCL may deem fit.
- e) Transporter to ensure that the Tanker reach HOCL and delivers product within specified trip time. The tanker not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the transporter.
- f) Transporter shall ensure that Tanker does not exceed the speed limits prescribed by the concerned authorities.
- g) HOCL reserves the right to seek any other documents related to vehicles and transportation.
- h) The tenderer shall ensure that all the tankers quoted / offered for the purpose of LSHS/LSFO/Any variants of Furnace Oil transportation shall be covered under valid State Permits and RTO requirements like registration of tankers meeting state rules as applicable.
- i) All offered tankers must have Locking / sealing arrangement facilities as per HOCL's / product supplier company's norms for locking / sealing the loaded tankers with the product.
- j) The contract is subject to compliance of MV Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notifications / amendments etc., by the tenderer.
- k) On frequent shortage complaints, HOCL is free to take appropriate action including suspension of tanker for any period / termination of the contract etc. as HOCL may deem fit.
- l) HOCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also HOCL reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in HOCL, the opinion/decision of HOCL regarding the same being final and conclusive.

- m) HOCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.
- n) Successful tenderer must submit the copies of Registration Certificate, road permits, certificate of Fitness, Insurance Certificate etc., along with Integrity Pact and security deposit to HOCL.
- o) Bidding is done through NIC and GeM no physical document with respect to Bids should be submitted.
- p) The Transporter shall ensure that Tank Lorries in the contract are always maintained in sound mechanical conditions and shall have all fittings as per the standards laid down by the Company from time to time.
- q) The Transporter shall be responsible for ensuring that all fittings in the tank-lorry shall be ISI marked. Also, each tank-lorry shall carry one portable ISI marked 9 KGs DCP fire extinguisher in an easily accessible position away from the tank-lorry unloading facilities and one portable CO₂ / DCP / Approved equivalent fire extinguisher in driver's cabin. The Company shall have the right to ask for additional fittings / equipment in the tank-lorry as per requirement.
- r) The Transporter shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Carrier and HOCL shall not be responsible for his omission or commission.
- s) Transporter shall ensure compliance to various statutory rules and regulations, including provisions of Motor Vehicle Acts/Motor Vehicle Rules/The Carriage by Road Act in force at all times during the period of agreement
- t) Tanker shall be calibrated for capacity in line with MV Act/Petroleum Rules/Weights & Measures Act.
- u) In all cases of failure of the products/ adulteration in Tanker as well as deemed failure (i.e. sample test value falls within specification range however, it is beyond the repeatability / reproducibility limits w.r.t. reference sample) of the product, action against the Carrier shall be initiated as under
 - a. Disposal of the contaminated product shall be done as directed by the company.
 - b. Cost of product as determined by the company shall be recovered from the carrier.
 - c. Incidental expenses and any other expenses sustained by the concerned for disposal of the contaminated product shall also be recovered from the transporter.
- v) Tenderers are requested to study the tender documents/Annexure carefully and understand the requirement, conditions etc. before quoting. Offers should be strictly in accordance with the tender terms and conditions.
- w) Online submission of tender document is a confirmation that the tenderers have fully read and understood the terms and conditions of this tender and have accepted the same in total.

31. STATUTORY PROVISIONS, SAFETY, COMPANY RULES :

- a) The Transporter shall conform to the statutory regulations like "Indian Petroleum Act", "Petroleum Rules", "Motor Vehicle Act" & PUC norms etc. as applicable from time to

time. In the event of the contracted tank-lorry is found not meeting these provisions, the company shall be free to initiate appropriate action as deemed fit.

- b) The Transporter shall ensure valid comprehensive insurance cover for the tanker& its crew at all time during the tenure of the contract.
- c) The Transporter shall ensure that the Crew of the tankers in contract are trained under MotorVehicle Act and their licences are endorsed by the RTO for having attended the training /refresher courses in transportation of Petroleum Products / Hazardous goods.
- d) The Transporter shall be responsible for providingSafety helmets/ safety shoes for crew members as specified by HOCL at their own cost.

32. RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA:

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

33. NOTE:

The requirement will also be floated through GEM portal and order will be finalized on the most competitive offer among the technically accepted offer received against both the portals.

I herewith express my willingness to accept all the above Terms & Conditions in case work order is placed on me. I have signed all the pages of this Terms & Conditions in proof of acceptance. I understand that not accepting any of the conditions makes our offer liable for rejection.

Signature of the transport contractor:

Name and Seal:

Date :

Place :

SAFETY CONDITIONS

(TO BE SIGNED & SEALED BY THE CONTRACTOR AND SUBMITTED WITH TECHNICAL BID)

This safety agreement forms a part of Tender MAT/PUR/10948/24

We, agree to accept / implement the following:

- 1) Drivers with valid driving license and in sound health conditions will be deployed.
- 2) All tankers will have at least 2 persons including the driver.
- 3) The driver employed will be able to read, understand English and any one official Indian Language.
- 4) Drivers employed will possess a certificate of having successfully passed a 3 days special Driving Course with the prescribed syllabus as per Central Motor Vehicles (Amendment) Rules 1993.
- 5) All vehicles will be equipped with necessary first-aid, safety equipment, tool box, antidotes, fire extinguishers etc. as necessary to contain any accident. Vehicles sent for carrying the products/raw materials will contain the following safety items.
 - (a) PVC or rubber gloves, face shields, PVC suit, gumboots, safety torch, safety goggles, aprons, sealing compound, first-aid box with medicines, tool box with adequate quantity of tools in good working condition, fire extinguisher of adequate type and capacity as per Petroleum Rules 1976, approved spark arrester at the exhaust etc.
- 6) The vehicle will be in good working condition with special reference to the following:-
 - a) Good quality painting and metal work
 - b) Tyres and stepney condition
 - c) Correct emergency information panel and UN Hazard class symbols
 - d) Good quality of compartment valves and master shut off valve
 - e) Wiper, head lights, signal lights, bumper, mud guards etc.
 - f) Horn, brake, rear view mirror, brake lights, tyre wheel nut, wheel chokes, oil and oil pressure, brake pressure, all electrical wiring and switches as per Petroleum Rules 1976, chassis suspension, brake air reserve tank, foot brake and hand brake, clutch travel etc. Safety audit of each vehicle transporting hazardous chemicals will be carried out once every six months.
- 7) All vehicles will possess a valid R.T.O. Fitness Certificate.
- 8) Public Liability Insurance as per the Act shall be taken.
- 9) All tankers should be fitted with Tachograph as per BIS.
- 10) Transporter should have sufficient resources and contacts to meet any road accident emergencies.

- 11) It shall be ensured that the drivers carry TREM Card, Material Safety Data Sheet, Chemical Name Stickers and Emergency Action Procedure Stickers on tankers.
- 12) We shall strictly abide and obey all relevant points in Petroleum Rules 1976 and Central Motor Vehicles Rules 1989 and amendments from time to time.
- 13) No tanker carrying products to HOCL shall be parked on a public place like schools, hospitals or in any congested area or at a place within 9 meters of any source of fire or near source of water.
- 14) Tanker drivers will strictly follow all safety rules and regulations inside HOC premises with respect to speed limit, overtaking, parking of vehicles, no smoking etc.
- 15) Vehicles transporting LSHS/ FURNACE OIL/Any variants of Furnace Oil will be constantly attended by at least one person who is familiar with safety rules and regulations.
- 16) All vehicles will be subjected to security checks at various locations inside HOC premises and drivers shall be instructed to co-operate with security staff.
- 17) No driver or cleaner will be permitted inside HOC premises without proper identification and proper authority letters signed and issued by HOCL's authorized staff.
- 18) Drivers/cleaners shall not roam around factory premises leaving the vehicle unattended. Drivers/cleaners should not take bath, prepare food etc. inside HOC premises.
- 19) Drivers and cleaners will follow all relevant safety instructions when they are within HOC premises and during filling or unloading operation.
- 20) We agree that HOC has got full right to refuse filling of any vehicle if they find the vehicle unsuitable for transporting hazardous chemicals.
- 21) Drivers and cleaners shall not carry unauthorized passengers and also food stuffs/vegetables in the same tanker carrying HOC products.
- 22) All tanker drivers will be instructed to drive the vehicles slowly and maintain speed limits and avoid overtaking on National Highways.
- 23) As soon as a road accident occurs to any of the vehicles, the driver will report the incident to the nearest police station. In case of leakage, it should be contained by bunding with sand or earth and to ensure that the nearby water sources are not affected/ contaminated. transporter shall inform the consignor/HOCL at the earliest about the accident involving vehicle carrying product. As soon as the details of the accident are received, we shall rush to the accident site with emergency kit and take necessary actions.

- 24) We will maintain with us adequate facility/arrangement to transfer chemicals from leaky tanker to standby tanker. Emergency kit will contain the following:-
- a) Earthing cable
 - b) Chains and slings for lifting
 - c) Nuts and bolts and gaskets
 - d) Spanners and other tools
 - e) Safety torch
 - f) Gum boots, safety goggles, face shield, PVC suit, gloves etc
 - g) Leak sealing compound
 - h) Hand pump with hose and hose clamps
 - i) Metallic buckets
 - j) First aid kit etc.
- 25) We shall inspect each and every tanker lorry for its fitness before it is sent for filling. Tankers which are found defective and unsafe for filling will not be used to fill LSHS/FO.
- 26) We shall send out drivers and cleaners for training in HOC as and when it is arranged.
- 27) We shall ensure that drivers are not over worked/over exerted and sufficient sleep and rest shall be given to drivers carrying LSHS/FO.
- 28) Alcoholism among drivers shall be checked by us.
- 29) We will ensure that the driver receives adequate instruction and training to enable him to understand the nature of the damages to which the chemical being transported might give rise and the emergency action he should take and his duties under the regulations.
- 30) We shall not engage the tanker carrying hazardous chemicals to carry edible oil, drinking water or other edible products.
- 31) All tanker Lorries shall have a master switch to cut off the entire electrical circuit when not in use. Master switch will be switched off during loading/unloading.
- 32) Pilferage, malpractices, adulteration, tampering of seals etc during transportation will be totally avoided and ensured by us.
- 33) We shall employ only drivers with sound health who takes moral responsibilities and uses quick judgment and presence of mind during emergencies.
- 34) Driver of the tanker transporting hazardous goods will observe at all times all the precautions necessary, for preventing fire, explosion while the tanker is in motion and when it is not being driven, he will ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk and is at all times under the control and supervision of himself or some other competent person above the age of 18 years.

- 35) The driver of the tanker transporting hazardous goods, will ensure that the information given to him by the consignor in writing is kept in the driver's cabin and is available at all time while the hazardous goods to which it relates are being transported.
- 36) We will ensure that the driver is fully aware of the relevant information about the hazardous goods being transported and satisfy himself that such driver has sufficient understanding of the nature of goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- 37) The road tanker will not be filled or unloaded except in a place approved for the purpose.
- 38) Any accident, fire or explosion occurring in the road tanker while carrying LSHS/FO, which is attended with loss of human life or serious injury to person or property, should be immediately reported to the nearest Police Station having jurisdiction to the Chief Controller of Explosives and to HOCL.
- 39) The contractor will contact HOC Safety Department officials for any further clarification pertaining to safety, health and environment for products handled by him.
- 40) Contractor should assist HOC in all matters regarding health, safety and environment during transportation as HOC is a signatory to "RESPONSIVE CARE" and is an ISO-9001, ISO-14001, ISO 50001 and ISO-45001 accredited company.

Accepted the above

Signature of the transport contractor:

Name and Seal:

Date :

Place :

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

ALL THE DETAILS ASKED BELOW MAY BE FURNISHED ON YOUR LETTER HEAD. SEPARATE SHEETS MAY BE ATTACHED WHEREVER SPACE IS FOUND TO BE INSUFFICIENT. NOT FURNISHING COMPLETE INFORMATION WILL LEAD TO REJECTION OF APPLICATION.

I. FOR OFFERS THROUGH NIC CPP PORTAL, VENDORS CAN OFFER THEIR BASIC RATE AND GST IN THE BOQ ITSELF
 II. FOR OFFERS THROUGH GEM PORTAL, RATE QUOTED SHOULD BE INCLUSIVE OF GST. (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)

| SI.No | DETAILS REQUIRED | |
|-------|---|--|
| 1 | Name and Address of Organization | |
| 2 | Phone No | |
| 3 | GSTIN | |
| 4 | E-mail id for correspondence | |
| 5 | Contact Person Name and Mobile No | |
| 6 | Whether registered with MSME/NSIC (If so pl. enclose documentary proof): | |
| 7 | Certificates provided along with supply, if any | |
| 8 | No. of Tankers for similar product (enclose RC book copy of min. 4 tankers) | |
| 9 | Tanker category as per " BHARATH STAGE EMISSION " norms | |
| 10 | Validity of offer | |
| 11 | Deviation in specification/ terms and conditions if any | |
| | Please confirm if your firm is blacklisted by any PSU : | |

Signature and Stamp

(KINDLY FILL THIS SHEET AND SUBMIT IN –COMMERCIAL TERM FORMAT-B)

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

BID SECURITY DECLARATION

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

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

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

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER

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

Date:

TO WHOMSOEVER IT MAY CONCERNS

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

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

Or .

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

Or

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

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

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

Name of the Bidder

Stamp & Signature of the Bidder

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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: ShriArun Kumar Gupta
Mob No.:9833880764
Address: E-68B, Nandanvan CHS.
Sector 17, Nerul,
Navi Mumbai, Maharashtra, Pin-400706
E-mail ID: guptaarung55@rediffmail.com
 - ii. Name: NirmalAnand Joseph Deva, IFS(Retd.)
Mob No.: 9000881570, 6304041900
Address: Flat No.201, MJR Devi Homes, House No.1-10-59/1,
Street No.2, Beside Navatha Transport, Ashok Nagar,
Near Himayath Nagar, Hyderabad, Telangana-500020
E-mail ID: meghanadeva2022@gmail.com

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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 work men under esi scheme is also to be complied with.

2. SafetyRegulationsandGeneralConditionsofContract

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

3. WorkmenCompensation

It will be your responsibility to meet all claims for compensation under workmen's CompensationAct 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 thecontractor to comply with Employee's State Insurance Act 1948. You will also be responsible andliable in respect of claims for damage to property or persons arising from or in the course ofexecution of the contract work undertaken by you.You hereby agree that you shall keep HOCfully 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. PersonalProtectiveEquipments(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 beprovidedetoyourworkers:

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 al \l the safety gadgets (PPEs) as mentioned above to all their Supervisors/Workers.

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

5. LabourLaws&ProvidentFund

You are requested to possess:

1. A License from the Labour Dept. 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 minimise 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 labeling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.

7. B. 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–CHECKLIST

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

Contractor should possess Labor 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 `15,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises/ Town ship 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–2Nos.
- c. For those workers whose wages is claimed to be more than `15,000/-per month should produce the following documents:
 1. An undertaking from his employer that his wage is more than `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) Act 1979

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 following Safety, Health and Environment conditions shall apply to the Contractor those who are working at HOCL, Ambalamugal.

- 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 equipments/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 & equipments
 - Tools, equipments, lifting appliances
 - Safety equipments
 - Fire protection
- Shall at his own expenses from time to time and when ever 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 OWNER's Safety Department.

PROFORMA OF DECLARATION OF BLACKLISTING/ HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting neither the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by any Government Public Sector company (CPSU) or any of the administrative ministries, except as indicated below:

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

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by any Government Public Sector Company (CPSU) or any of the administrative ministries, except as indicated below:

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

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by any Government Pubic Sector Company (CPSU) or any of the administrative ministries, except as indicated below:

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

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

PLACE:

DATE:

SIGNATUREOFTHEBIDDER

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. Information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number

of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by

unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 032
Phone: (0484) 2720911, www.hoclindia.com

E- TENDER NOTICE

HOCL Invites e-Bids for the following item.

| Sl.No. | Description of item and Tender No. | Qty (Approx) |
|---------------|--|---------------------|
| 1 | TRANSPORTATION OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL FROM BPCL/IOCL/HPCL, WILLINGDON ISLAND / ERNKULAM/ IRUMPANAM TO HOCL, AMBALAMUGAL, KOCHI, KERALA, FOR A PERIOD OF 2 YEARS. HOCL TENDER REF : MAT/PUR/10948/24 | 40000 MT |

Tender documents may be downloaded from www.hoclindia.com or www.eprocure.gov.in

Interested parties may please get registered with NIC e-procurement portal (URL:<https://eprocure.gov.in/eprocure/app>) 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.


ESTIMATED VOLUME OF WORK: 40000 MT (+/- 25%)

EARNEST MONEY DEPOSIT (EMD):- Rs.35,600/-

DUE DATE & TIME FOR BID SUBMISSION : 30.09.2024 AT 02.00 PM
TENDER OPENING DATE & TIME : 01.10.2024 AT 02.00 PM

Thanking you,
Yours faithfully,
For Hindustan Organic Chemicals Ltd.

B.Balachandran
General Manager (Materials/MSS)

| | |
|---|--|
|  Government eProcurement System <small>सर्वकारो जगती</small> | eProcurement System Government of India |
| | Tender Details |

Date : 09-Sep-2024 04:51 PM

 Print

| Basic Details | | | |
|---|--|--|-------|
| Organisation Chain | Hindustan Organic Chemicals Limited Materials Department - HOCL | | |
| Tender Reference Number | MAT/PUR/10948/24 | | |
| Tender ID | 2024_HOCL_825235_1 | Withdrawal Allowed | Yes |
| Tender Type | Open Tender | Form of contract | Works |
| Tender Category | Services | No. of Covers | 2 |
| General Technical Evaluation Allowed | No | ItemWise Technical Evaluation Allowed | No |
| Payment Mode | Offline | Is Multi Currency Allowed For BOQ | No |
| Is Multi Currency Allowed For Fee | No | Allow Two Stage Bidding | No |

| Payment Instruments | | | Cover Details, No. Of Covers - 2 | | | |
|----------------------------|-------------|------------------------|---|------------------------|----------------------|---|
| Offline | S.No | Instrument Type | Cover No | Cover | Document Type | Description |
| | 1 | Bank Guarantee | 1 | Fee/PreQual /Technical | .pdf | DULY SIGN AND SUBMIT COMMERCIAL TERM FORMAT IN YOUR LETTERHEAD AS GIVEN IN ANNEXURES |
| | 2 | R-T-G-S | | | .pdf | DOCUMENTS SATISFYING ELIGIBILITY CRITERIA |
| | 3 | NEFT | | | .pdf | TERMS AND CONDITIONS DULY SIGNED AND SEALED ALONG WITH OFFER. IF ANY DEVIATION PLS. INDICATE |
| | | | | | .pdf | SAFETY CONDITIONS, INTEGRITY PACT DULY FILLED, SIGNED, SEALED AS PER ANNEXURES |
| | | | | | .pdf | BID SECURITY DECLARATION, COMPLIANCE LAND BORDER DULY FILLED, SIGNED, SEALED AS PER ANNEXURES |
| | | | | | .pdf | DULY SIGN, FILL AND SUBMIT ALL THE OTHER ANNEXURES GIVEN IN THE BID |
| | | | | | .pdf | UNPRICED BOQ. MENTION QUOTED OR NOT QUOTED |
| | | | 2 | Finance | .xls | BOQ |

| Tender Fee Details, [Total Fee in ₹ * - 0.00] | | | | EMD Fee Details | | | |
|--|------|-----------------------|-----|------------------------|--------|------------------------------|-----|
| Tender Fee in ₹ | 0.00 | | | EMD Amount in ₹ | 35,600 | EMD Exemption Allowed | Yes |
| Fee Payable To | Nil | Fee Payable At | Nil | EMD Fee Type | fixed | EMD Percentage | NA |

| | | | | | |
|-------------------------------------|----|-----------------------|-------------------|-----------------------|---------------------|
| Tender Fee Exemption Allowed | No | EMD Payable To | HOCL, AMBALAMUGAL | EMD Payable At | STATE BANK OF INDIA |
|-------------------------------------|----|-----------------------|-------------------|-----------------------|---------------------|

[Click to view modification history](#)

| Work / Item(s) | | | | | |
|---|--|----------------------------------|------------------------|------------------------------|------------------|
| Title | TRANSPORTATION OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL FROM BPCL/IOCL/HPCL, WILLINGDON ISLAND / ERNKULAM/ IRUMPANAM TO HOCL, AMBALAMUGAL, KOCHI, KERALA, FOR A PERIOD OF 2 YEARS. | | | | |
| Work Description | TRANSPORTATION OF LSHS/ FURNACE OIL/ANY VARIANTS OF FURNACE OIL FROM BPCL/IOCL/HPCL, WILLINGDON ISLAND / ERNKULAM/ IRUMPANAM TO HOCL, AMBALAMUGAL, KOCHI, KERALA, FOR A PERIOD OF 2 YEARS. | | | | |
| Pre Qualification Details | Please refer Tender documents. | | | | |
| Independent External Monitor/Remarks | NA | | | | |
| Show Tender Value in Public Domain | No | | | | |
| Tender Value in ₹ | 71,20,000 | Product Category | Miscellaneous Services | Sub category | TRANSPORTATION |
| Contract Type | Tender | Bid Validity(Days) | 60 | Period Of Work(Days) | 730 |
| Location | HOCL AMBALAMUGAL | Pincode | 682302 | Pre Bid Meeting Place | NA |
| Pre Bid Meeting Address | NA | Pre Bid Meeting Date | NA | Bid Opening Place | HOCL AMBALAMUGAL |
| Should Allow NDA Tender | No | Allow Preferential Bidder | No | | |

| Critical Dates | | | |
|--|----------------------|--|----------------------|
| Publish Date | 09-Sep-2024 06:00 PM | Bid Opening Date | 01-Oct-2024 02:00 PM |
| Document Download / Sale Start Date | 09-Sep-2024 06:15 PM | Document Download / Sale End Date | 30-Sep-2024 02:00 PM |
| Clarification Start Date | NA | Clarification End Date | NA |
| Bid Submission Start Date | 09-Sep-2024 06:30 PM | Bid Submission End Date | 30-Sep-2024 02:00 PM |

| Tender Documents | | | | |
|----------------------------|-------------|----------------------|----------------------|------------------------------|
| NIT Document | S.No | Document Name | Description | Document Size (in KB) |
| | 1 | Tendernotice_1.pdf | TENDER NOTICE | 65.10 |
| Work Item Documents | S.No | Document Type | Document Name | Description |
| | 1 | Tender Documents | TERMSNIC.pdf | TENDER TERMS AND CONDITIONS |
| | 2 | BOQ | BOQ_867254.xls | BILL OF QUANTITIES |

| Auto Extension Corrigendum Properties for Tender | | |
|---|--|--|
| Iteration | No. of bids required for bid opening a tender | Tender gets extended to No. of days |
| 1. | 3 | 7 |

Bid Openers List

| S.No | Bid Opener Login Id | Bid Opener Name | Certificate Name |
|------|------------------------------|-------------------------|----------------------------------|
| 1. | b.balachandran@hoclindia.com | BALACHANDRAN B | BALACHANDRAN BALAKRISHNANNAIR |
| 2. | sk.mitharwal@hoclindia.com | SURENDRAKUMAR MITHARWAL | Surendra Kumar Mitharwal |
| 3. | pk.babu@hoclindia.com | P K Babu | P K BABU |

GeMARPTS Details

| | |
|---|--|
| Reason for non availability of GeMARPTS ID | Urgent nature of Procurement |
| Remarks | Considering the chance of non receipt of offer or over rated offer through GeM portal , HOCL has decided to float the requirement through GeM Portal as well as NIC Portal . |
| Document Name | exemp.pdf |
| Document Size (in KB) | 22.06 |

Tender Properties

| | | | |
|--|--------|---|-----------------------|
| Auto Tendering Process allowed | No | Show Technical bid status | Yes |
| Show Finance bid status | Yes | Stage to disclose Bid Details in Public Domain | Technical Bid Opening |
| BoQ Comparative Chart model | Normal | BoQ Comparative chart decimal places | 2 |
| BoQ Comparative Chart Rank Type | L | Form Based BoQ | No |

TIA Undertaking

| S.No | Undertaking to Order | Tender complying with Order | Reason for non compliance of Order |
|------|------------------------------------|-----------------------------|------------------------------------|
| 1 | PPP-MII Order 2017 | Not Applicable | service transportation |
| 2 | MSEs Order 2012 | Agree | agreed |

Tender Inviting Authority

| | |
|----------------|---|
| Name | GM MATERIALS |
| Address | HOCL, AMBALAMUGAL, ERNAKULAM DIST., KERALA-682302 |

Tender Creator Details

| | |
|---------------------|----------------------|
| Created By | BALACHANDRAN B |
| Designation | GM (MATERIALS) |
| Created Date | 09-Sep-2024 03:56 PM |