



HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)
AMBALAMUGAL, Ernakulam District, PIN - 682 302.
Phone: (0484) 2720911, FAX No. (0484) 2720893

OPEN E- TENDER NOTICE

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

Sl. No.	Description of Item and Tender No.
1	TRANSPORTATION OF HYDROGEN PEROXIDE IN BULK IN TANKERS OF CAPACITY 9 TO 10 MT TO VARIOUS DESTINATIONS DEPENDING ON ORDERS RECEIVED BY THE COMPANY FOR A PERIOD OF TWO YEARS FROM 15.6.2019 TENDER NO : MAT/PUR/10717/19

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

Vendors 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 pertaining to this tender.

Competence criteria of the transport contractor are given in the tender documents. The tankers shall be fit for transportation of product hydrogen peroxide. So the tanks shall be of SS316L (Material of construction) and pickled and passivated. More details can be found in the tender documents.

This is an open tender. Only transport contractors satisfying the competence criteria shall participate in this tender.

Please submit your e-bids under the **two-bid system** consisting of technical bid and commercial bid conforming to the scope of work and the general terms and conditions of contract.

EMD - EMD of Rs.38000/- to be submitted along with the technical bid

**For and on behalf of Hindustan Organic Chemicals Limited (GSTIN: 32AAACH2663P1ZG)
(CIN: L99999MH1960GOIO11895)**

N VIJAYAKUMAR MENON
(CGM (MKD/MSS/PLNG))

MAT/PUR/10717/19

15.05.2019

M/s.

Dear Sir,

Sub: Transportation of Hydrogen peroxide in bulk in tankers of capacity 9 to 10 MT to various destinations depending on orders received by the company for a period of two years from 15.6.2019

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. Our installed capacity for Hydrogen Peroxide is 5500 MT (on 100% basis). HOCL invites e-tenders for the transportation of Hydrogen peroxide in bulk in tankers of capacity 9 to 10 MT to various destinations depending on orders received by the company for a period of two years from 15.6.2019.

The due date of submission of the bid is mentioned in the tender documents (Annexure III). All vendors who satisfy the competence criteria, can participate in this tender.

HOCL has entered into an agreement with M/s. NIC (National Informatics Center) for e-procurement through their portal <https://eprocure.gov.in/eprocure/app>. You may please get registered as a vendor with NIC for participating in this tender.

Tender documents are uploaded in HOCL website www.hoclindia.com and <https://eprocure.gov.in/eprocure/app>.

Attached is an index of the tender documents. Vendors are requested to kindly go through the tender documents in detail before preparing their bids.

You may submit your offer on two-bid system with technical and commercial bids online before the due date and time specified.

Thanking you

Yours faithfully

For HINDUSTAN ORGANIC CHEMICALS LTD

VIJAYAKUMAR MENON N
CHIEF GENERAL MANAGER (MARKETING/MSS/PLNG)

**OPEN TENDER NOTICE FOR THE WORK OF
TRANSPORATION OF HYDROGEN PEROXIDE IN ROAD TANKERS**

INDEX OF TENDER DOCUMENTS		
1	General instructions for online submission of bids	Annexure-I
2	General Terms and conditions of the tender (To be signed and sealed on all pages and uploaded with the technical bid.)	Annexure-II
3	Safety Agreement (To be signed and sealed on all pages and uploaded with the technical bid.)	Annexure-III
4	Technical Bid format (To be filled up and submitted as Technical bid.)	Annexure-IV
5	Declaration by bidder. (To be submitted with the technical bid.)	Annexure-V

Price schedule to be filled up and uploaded in excel file (Bill of quantity or BOQ)

See OVERVIEW OF BIDDING PROCESS in Annexure II for more details

GENERAL 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.

More 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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 LIMITED

(A Government of India Enterprise)
Ambalamugal P.O.,Ernakulam District, Kerala – 682 302.

Tender No: MAT/PUR/10717/19

Tender for transportation of Hydrogen Peroxide in Bulk

GENERAL TERMS AND CONDITIONS.

THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND
UPLOADED ALONG WITH **THE TECHNICAL BID** OF E-TENDER

GENERAL GUIDELINES:-

1) OVERVIEW OF BIDDING PROCESS

Only vendors satisfying the competence criteria (see sl no: 2 below) are eligible to participate. Bidding Process would comprise of following sequential steps.

a) BID SUBMISSION

Bids submitted through NIC e-procurement portal only will be considered.

Bidders shall go through the document "General instructions for Online Bid Submission" (Annexure I) attached along with the tender documents. This document gives clear instructions to be followed for online submission of the bids on the NIC e procurement portal. The vendor shall sign and seal with their company seal on all the pages of the bids uploaded, failing which bid is liable to be rejected.

b) SUBMISSION OF COMMERCIAL BID (PRICES)

Bidders are requested to note that they should necessarily submit their commercial bids in the BOQ format (Excel file) provided and no other format is acceptable.

Bill of Quantity (BOQ):- BOQ is an excel document that you can download from the NIC portal. The prices are to be entered in the BOQ document and uploaded. The file name of the BOQ document should not be changed. If you change the file name, you will not be able to upload the BOQ.

Bidders are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells) with their respective quoted rates 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.

c) AMENDMENT TO TENDER DOCUMENT

At any time, prior to the deadline for Submission of Bids, HOCL, either at its own initiative or in response to a clarification requested by one or more bidders, may modify this Tender Document by suitable Amendments. Amendments and all such Modification will be updated in the NIC e-procurement portal.

d) EARNEST MONEY DEPOSIT

- a) Tender shall be accompanied by an Earnest Money Deposit (EMD) of **Rs.38000/-** in the form of bank transfer through our banker M/s State Bank Of India, Ambalamedu Branch, A/c No:10342163665; IFS Code:SBIN0001108. Details of bank transfer should be indicated in your technical offer.
- b) EMD of the tenderer will be forfeited under the following conditions:-
 - i) If after opening of the tender, the tenderer revokes his tender or increases the quoted rates.
 - ii) If the tenderer does not commence the work after awarding the contract.
 - iii) No interest on EMD will be paid.
 - iv) EMD of the successful tenderer will be adjusted against the security deposit.
 - v) EMD of unsuccessful bidders shall be refunded after finalization of the contract and no interest shall be payable.

e) DUE DATE FOR SUBMISSION AND DATE OF OPENING BIDS

- The last date of submission of the bids shall be,05.06.2019 at 02:00 PM.
- The Technical Bids will be opened on 06.06.2019 at 02:00 PM electronically. Technically acceptable bidders will be informed about the date and time of opening of the commercial bids by emails.

2) Eligibility Criteria -Tanker suitability, number of tankers and experience

- a) Tankers should be of SS 316L/304L and 9 to 10 MT capacity.
- b) Tankers should be pickled and passivated and suitable for transportation of Hydrogen Peroxide in all respects.
- c) A minimum of 5 tankers of above type should be owned by the transporter and the tankers should be in well maintained road worthy condition. **Copies of relevant pages of RC book of tankers to be uploaded with technical bid to prove ownership.**
- d) Tankers should be provided with necessary pumps and hoses for discharging Hydrogen Peroxide at the unloading point.

- e) The transporter should have a minimum of 3 years experience in the transportation of Hydrogen Peroxide in road tankers. Copies of work orders placed on you by other Hydrogen peroxide manufacturers to be uploaded with technical bid.

3) Movement of Materials

- a) The tankers are to be dedicated for Hydrogen Peroxide transportation only and no other material shall be filled in these tankers.
- b) Quantity to be delivered per load is mostly 9 to 10 MT. Sometimes, quantity loaded may be lesser depending on customer order. After delivering the material to the customers, the tankers have to come back empty and be parked at HOCL premises.

4 Security Deposit

Tenderer whose tender is accepted and allotted the work shall make a payment of 10 % of the total value of work (for one year) towards security deposit. EMD amount paid shall be adjusted towards security deposit. The tenderer has the option of furnishing security deposit by a Bank guarantee from any scheduled or nationalized bank in the prescribed format favouring HINDUSTAN ORGANIC CHEMICALS LTD. The bank guarantee shall be valid for a period of up to six months after the expiry of the contract.

5 Insurance

- a) HOCL will arrange for insurance of the product carried covering transit risks.
- b) Vehicle insurance and necessary Public Liability Insurance to cover any damage or losses to public due to accident, spillage of materials etc to be arranged by the transporter. Transport contractor must ensure that these insurance policies are renewed in time.

6) Transit Loss

The maximum transit loss allowed is 0.5% in the total product weight.

Recoveries will be made at the applicable rate for the whole of the shortage quantity if shortage exceeds the allowable limit.

7) Validity of the contract

Validity of the contract will be for a period of 2 years from the date of the work order.

8) Price variation during contract period

The price quoted by the Bidder shall remain firm during the contract period except for the increase/decrease in the price of diesel. Increase/decrease in rate will be made as and when there is a change in price of diesel as per the following formula.

The basic rate taken for diesel is the price of diesel as on the date of order.

RATE VARIATION FORMULA FOR INCREASE/DECREASE OF DIESEL PRICE:

(1) Calculation of change in rate for the initial slab of 3000 KM

Distance traveled - 3000 Km

Qty of diesel required - $3000/4 = 750$ Ltrs. of diesel

Taking mileage of 4 Km/Ltr.

Change in diesel price/Ltr. - $(R2 - R1)$

Where R1 - Prevailing price of diesel Rs/ltr

R2 - Revised price of diesel Rs/ltr

Therefore, change in rate for the 3000 Km slab = $750 \text{ Ltr} \times (R2 - R1)$

New rate = Old rate (before diesel price revision) + $750 \times (R2 - R1)$

(2) Calculation of change in per kilometer rate

Change in per KM rate = $(R2 - R1) / 4$

New rate per km = Old rate per km + $(R2-R1)/4$

Rate variation will not be given on account of variations in the cost of Lub oil, tyre, spare parts, tax, insurance or any other item of cost.

9) Volume of work

HOCL may require 5 tankers initially. Out of this, two tankers will be generally running within Kerala and the other two tankers to outside Kerala. However, all the tankers will be utilized by HOCL to any destinations as per our requirements.

You have to provide additional tankers if required by HOCL within 15 days notice.

No guarantee can be given by us to any definite volume of work that will be entrusted to the transporter.

The indications of quantity to be handled and transported are purely tentative without any obligation to the company and cannot be made the subject matter for any claim at any time even if the quantities actually offered are substantially less or more than the estimated quantities indicated.

HOCL may release any tanker or all the tankers with a notice of 7 days and these may be called back depending upon our requirement.

10) The company reserves the right :-

- 10.1) Of placing the contract for all the works or part of the works described in the contract simultaneously or at any time during the period of the contract with one or more contractors as the company may think fit.
- 10.2) 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.
- 10.3) 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.
- 10.4) Of terminating the work forthwith without notice or/and without assigning reasons.

11) Duties and responsibilities of the contractor :

- 11.1) The contractor shall place fit road tankers with valid permits and with emergency information panels required for transporting the applicable hazardous chemicals as and when requested by HOCL or their authorized representative.
- 11.2) The contractor should execute the works in such a manner as to ensure completion of the work involved within the free time prescribed by HOCL.
- 11.3) The contractor shall deliver the goods to the customer as instructed by HOCL and obtain an acknowledgement of the party in the delivery challan/ Lorry Receipt/ Invoice. A copy of the weighment certificate if provided by the customer also to be obtained as a proof of delivered quantity.
- 11.4) The contractor shall have to report to HOCL any accident/damage to the goods and vehicle immediately but not later than 12 Hrs of the accident.
- 11.5) 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 deemed fit by HOCL, from the contractor. Any decision of the company about negligence or malpractices of the crew is final and binding on the contractor.
- 11.6) Contractor shall be fully responsible for public liability due to accidents. The contractor in his own interest shall take public liability insurance as per the Act.

12) Liquidated damages for late delivery :

The materials and goods required to be delivered by the contractor on behalf of the company should be delivered within a reasonable period as shall be decided in each case by the officer of the company. This period will be worked out at the rate of 24 Hours per 400 Kms. of distance. Where the delivery is not made within the time calculated at the rate aforesaid, the contractor shall be liable to pay liquidated damages at the rate of 1% of the cost of the goods/materials for each day of delay subject to force majeure clause. A day for this purpose will be a period of 24 Hours or part thereof.

13) Bills

The bills for work done shall be submitted by the contractor once in every month giving separate details for each consignment of goods in the manner prescribed by the company. The bill shall contain an annexure indicating the vehicle Regn.No, place to which transported, date of starting journey, DC No. date of delivery, quantity loaded, quantity unloaded, shortage quantity and distance covered in Kms. Bills shall be submitted along with acknowledgement from the customer for product delivered.

14) Payment

Payment for transport will be made after 30 days from the date of submission of bill.

15) 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, cost 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.

The security deposit will not earn any interest.

Subject to the provision mentioned above the security deposit will be returned to the contractor on due and satisfactory performance of the contract as certified by the officer of the company after the expiry of three months from the date on which the final bill is paid.

16) 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 contract in 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.

17) Disputes

If any time during the currency of contract or thereafter any question, dispute or difference whatever shall arise between the officer of the company and the contractor upon or in relation to or in connection with the contract or in connection with the interpretation of any of the terms and conditions thereof or in connection with any matters arising there from the same shall be referred to the sole arbitration of the Executive Director, Hindustan Organic Chemicals Limited, Ambalamugal or an officer of the company nominated by the Executive Director. The decision of the arbitrator shall be final and binding.

18 (a) Employees of the contractor :

The contractor may employ such employee as he may think fit and the employees so employed 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 will be competent enough to take decision instead of referring to the contractor and await their decisions. Those employees shall always be bound by the direction of the company.

(b) Compensation under workmen's Compensation Act :

The contractor shall be responsible for and shall pay compensation to his workmen which may be under the workmen's Act of 1923 (VIII of 1923) (hereinafter called the said Act) for any injuries suffered by them if such compensation is paid by the company as principal under sub-section (i) of Section 12 of the said Act on behalf of the contractor under Sub-Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause I above. If the amount of compensation paid by the company as aforesaid exceeds the amount of security deposit made hereunder or any other amount due to the contractor such excess amount shall be paid by the contractor to the company.

(c.) If under any circumstances whatsoever the company is held liable or responsible in any manner whatsoever for the default or submission on the part of the contractor in any matter whatsoever, the company on demand shall be reimbursed by the contractor of all expenses or cost incurred by the company.

(d) The contractor shall on instructions from the officer of the company immediately remove from their operation under this contract any person employed thereon who may misbehave or cause any nuisance or be otherwise in the opinion of the company not a fit person to be retained on the operation and such person shall not be again employed or allowed on the operation without the prior written permission of the officer of the company.

19) The contractor's responsibility for accidents :

The contractor shall be absolutely and solely responsible for emergency action at the accident spot in cases of accidents. Damages or Losses to any person, property or environment due to accident shall be borne by the contractor. The responsibility of the contractor as above described shall extend to all cases of accidents, injuries and damages and losses which may occur to any person, property or thing.

Notwithstanding anything stated in this contract, the contractor shall make an ex-gratia payment of Rs.5000/- (Rupees five thousand only) to the next of kin of the worker engaged by him or his sub-contractor in the event of death of the worker, arising out of and in the course of his employment under the contract or sub-contract within ten days from the date of death of such worker. For this purpose the contractor will obtain a declaration from every worker employed by him or his sub-contractor nominating his next of kin to whom this payment should be made. This declaration shall be filed with the Chief Personnel & Admn Manager of the company. This payment will be over and above the compensation payable by the contractor under workmen's Compensation Act 1923 or any other applicable stature.

The decision of the Executive Director/ G.M., Hindustan Organic Chemicals Ltd, as to the cause of death shall be final and binding on contractor.

20) The successful tenderers will have to execute an agreement based on the terms and conditions incorporated in this tender documents for the jobs awarded to them duly written or typed on non-judicial stamp paper of Rs.50/- (Rupees fifty only) within 15 days of the date of receipt of work order. Till then the parties are bound by the conditions contained in the Tender Notice and the Work Order.

21) You have to execute the work as per the safety conditions mentioned in our safety agreement which will form a part of the work order.

22) HOCL shall bear the Service Taxes applicable on the transportation bills provided that :

- a) The transporter have not availed the credit of duty paid on inputs or capital goods used for providing such taxable services under the provisions of the Cenvat Credit Rules.
- b) The transporter have not availed benefit under notification of the Govt. of India in the Ministry of Finance (Dept. of Revenue) under 12/2003 – Service Tax dt.20.6.2003 (GSR 503E).

The transporter shall provide a certificate confirming the above points along with each bill.

23) Splitting of the contract : Normally the work will be assigned to single contractor. However, if the L-1 bidder who owns 5 tankers (minimum) is not in a position to supply all the 5 tankers required by HOCL, in that case, HOCL reserves the right to split the contract among two or more bidders subject to matching the L1 rate.

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)
Ambalamugal P.O.,Ernakulam District, Kerala – 682 302.

Tender No: MAT/PUR/10717/19

Tender for transportation of Hydrogen Peroxide in Bulk

SAFETY AGREEMENT

THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND
UPLOADED ALONG **WITH TECHNICAL BID** OF E-TENDER

This Safety agreement forms part of Tender No. **MAT/PUR/10717/19**

We,.....(Enter bidders name here) agree to implement the
following.

- 1) Drivers with valid Driving Licence and in sound health conditions will be deployed.
- 2) All trucks/tankers will have at least 2 crews deployed 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 HOC 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.
- 7) Safety audit of each vehicle transporting hazardous chemicals will be carried out once every six months by the transporter to ascertain their fitness for transportation.
- 8) All vehicle will possess a valid R.T.O. Fitness Certificate & PUC Certificate from Approved Laboratory.
- 9) Public Liability Insurance as per the Act shall be taken.
- 10) The driver of the truck should have adequate knowledge in handling emergency situation during transit.
- 11) Transporter should have sufficient resources and contacts to manage any road accident, emergencies.
- 12) It shall be ensured that the drivers carry Trem Card, Material Safety Data Sheet, Chemical Name Stickers and Emergency Action Procedure Stickers on trucks.
- 13) Transporter shall strictly abide and obey all relevant points in Petroleum Rules 1976 and Central Motor Vehicles Rules 1989 (Rule 129 to 137).
- 14) No truck carrying HOC products will be parked on a public place like schools, hospitals or in any congested area or at the place within 9 metres of any source of fire or near source of water.
- 15) Truck drivers will strictly follow all safety rules and regulations inside HOC premises with respect to speed limit, over taking, parking of vehicles, no smoking etc.
- 16) Vehicles transporting HOC chemicals will be constantly attended by atleast one person who is familiar with safety rules and regulations.
- 17) 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.
- 18) No driver or cleaner will be permitted inside HOC premises without proper identification and proper authority letters signed by our Manager shall be given to the crew.
- 19) Drivers/cleaners shall not roam around factory premises leaving the vehicle unattended. Drivers/cleaners should not take bath, prepare food etc inside HOC premises.
- 20) Drivers and cleaners will follow all relevant safety instructions when they are within HOC premises and during filling or unloading operation.
- 21) We agree that HOC has got full right to refuse filling of any vehicle if they find the vehicle unsuitable for transporting the product.
- 22) Drivers and cleaners shall not carry unauthorized passengers and also food stuffs/vegetables in the same tanker carrying HOC products.
- 23) All tanker drivers will be instructed to drive the vehicles slowly and maintain speed limits and avoid overtaking on National Highways.

- 24) 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 a leakage, it should be contained by bunding with sand or earth and to ensure that the nearby water sources are not affected/contaminated. We shall inform the consignor at the earliest about the accident involving our vehicle carrying HOC product. As soon as the details of the accident are received, we shall rush to the accident site with emergency kit and take necessary action.
- 25) 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 hoses and hose clamps
 - i) Metallic buckets
 - j) First aid kit etc
- 26) Transporter 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 be rejected.
- 27) Transporter shall send our drivers and cleaners for training to HOC as and when it is arranged.
- 28) Transporter shall ensure that drivers are not over worked/over exerted and sufficient sleep and rest shall be given to drivers carrying hazardous chemicals.
- 29) Alcoholism among drivers shall be checked.
- 30) Transporter 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.
- 31) Transporter shall not engage the truck/tanker carrying chemicals to carry edible oil, drinking water or other edible products.
- 32) All road tankers 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.
- 33) Pilferage, malpractices, adulteration, tampering of seals etc during transportation will be totally avoided and ensured by transporter.
- 34) Transporter shall employ only drivers with sound health who takes moral responsibilities and uses quick judgment and presence of mind during emergencies.
- 35) Driver of the truck 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.
- 36) 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.

- 37) Transporter 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.
- 38) The road tanker will not be filled or unloaded except in a place approved for the purpose.
- 39) Any accident, fire or explosion occurring in the road tanker while carrying HOC products, which is attended with loss of human life or serious injury to person or property should be immediately reported to the nearest Magistrate or Police Station having jurisdiction and by telegram to the Chief Controller of Explosives.
- 40) The transporter will contact HOC Safety Department officials for any further clarification pertaining to safety, health & environment for products handled by him.
- 41) All truck/tankers should be fitted with Tachograph as per BIS.
- 42) Transporter should assist HOC in all matters regarding Health, Safety & Environment during transportation as HOC is a signatory to "RESPONSIVE CARE" & is an ISO-9001/ISO-14001 accredited company.

ANNEXURE IV

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

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

THIS FORMAT TO BE FILLED UP, SIGNED AND SEALED BY BIDDER ON ALL PAGES AND
UPLOADED AS **TECHNICAL BID** IN BIDDER'S LETTER HEAD

Tender No: MAT/PUR/10717/19

Tender for transportation of Hydrogen Peroxide in Bulk

TECHNICAL BID FORMAT

(EMD for **Rs 38000/-** to be submitted along with this Bid. Documentary evidence to be produced along with this bid to prove your claims on experience and ownership of tankers. General terms & conditions and Safety agreement to be signed/ sealed and submitted with this bid)

Sl. No	Item	Details to be filled up by vendor
1	(a) Name and address of the transporter (b) Address of local (Kochi) office with Phone No.	
2	(a) Type of concern (state whether proprietary partnership/Ltd) (b) Name & address of Proprietors/ Partners/Directors (c) Phone no:/ Mobile	
3	(a) Are you presently in the Hydrogen Peroxide bulk transportation business (b) If yes, give the details of works executed during the last 3 years (Attach copies of work orders)	

4	<p>(a) How many tankers suitable for Hydrogen Peroxide transportation are owned by you (of capacity 9 to 10 MT with 316L/304L tanks fit for Hydrogen peroxide transportation)</p> <p>(b) Details of the tankers owned by you (copies of R.C. Book to be enclosed for minimum 5 tankers)</p> <p>(c) In case work order is placed on you by HOCL, will you be able to provide the required number of tankers immediately</p>	YES/ NO
5	<p>(a) Income Tax Clearance Certificate (latest copy to be enclosed)</p> <p>(b) Permanent Account No.</p>	
6	<p>(a) Bankers</p> <p>(b) Address of Bankers</p> <p>(c) Account No.</p>	
7	<p>a) Do you accept all the terms & Conditions, and Safety Conditions Attached with this tender</p> <p>(b) If no, give the details of deviations from the terms and conditions (Additional sheets if required may be used for indicating deviations)</p>	
8	<p>Details of EMD enclosed with this bid</p> <p>DD NO :.....</p> <p>Issuing bank:.....</p> <p>DD Amount : Rs 38000/-</p>	<p>Photostat copy of DD may be uploaded with the technical bid.</p> <p>The DD may be sent to VIJAYAKUMAR MENON N, CHIEF GENERAL MANAGER (MARKETING/MSS/PLNG), HOCL by registered A/D.</p>

Certified that the above information is true. To prove our competence, copies of work orders and proof of turnover are attached as per competence criteria mentioned in the GENERAL TERMS & CONDITIONS of this tender.

SIGNATURE OF TRANSPORTER WITH SEAL/ADDRESS

DATE

ANNEXURE V

HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)
Ambalamugal P.O.,Ernakulam District, Kerala – 682 302.

THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER AND
UPLOADED AS PART OF **THE TECHNICAL BID** IN BIDDER'S LETTER HEAD

Tender No: MAT/PUR/10717/19

Tender for transportation of Hydrogen Peroxide in Bulk

DECLARATION BY BIDDER

I / We agree that when more than one tanker is used by HOCL, the average distance covered by one tanker (taking into consideration the total distance covered by all the tankers used) multiplied by the number of tankers used by HOCL only will be taken into account for the purpose of calculation of monthly transportation charges mentioned in the tender documents.

I/We agree that the time taken for any repairs and maintenance of the vehicle can be proportionately deducted. The tankers will be exclusively hired to HOCL and be parked in HOCL premises for the rates mentioned above. I/We further agree that I/We have fully gone through all terms and conditions of the tender and agree to abide by them. EMD of Rs.38000/- is enclosed along with the Technical Bid. The above rates are based on the current diesel price of Rs...../Ltr. at Kochi.

SIGNATURE OF TRANSPORTER WITH SEAL/ADDRESS

DATE
