

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

Ambalamugal P.O., Ernakulam dist, Pin- 682 302

Kerala- Ph: (0484) 2720911, Fax: (0484) 2720893

Email: kochi@hoclindia.com, web: www.hoclkochi.com.

PAD /2022/001

Date: 01.02.2022

E- TENDER NOTICE

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

	Description of Item and Tender No.
	CONTRACT FOR ENGAGING MARKEITNG OFFICERS

Tender documents may be downloaded from www.hoclkochi.com or <https://gem.gov.in/>

Interested parties may please get registered with GeM portal (URL: <https://gem.gov.in/>) 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.

Please submit your E-bids under the **two- bid system** confirming to the specifications and the terms and conditions.

Due Date & Time for Bid Submission: **21.02.2022, 14:00:00** Hours.

For and on behalf of Hindustan Organic Chemicals Limited (CIN: **L99999MH1960GOIO11895**),

(N.V.RAVIDEV)
GENERAL MANAGER (P&A)

**INDEX - TENDER NOTICE FOR CONTRACT FOR ENGAGING
MARKETING OFFICERS .**

1	Scope of work	Annexure-I
2	General Terms and conditions of the tender	Annexure-II
3	TECHNICAL BID (FORM – A)(To enable us to ascertain the capabilities of vendor)	Annexure –III
4	ESI, PF, LABOUR LAW etc. – requirements	Annexure- A
	LABOUR LAWS – check list	Annexure- B
	Safety, Health & Environment SHE) conditions	Annexure- C
	Pro-forma of declaration of black listing/holiday listing	Annexure- D
	Commercial Bid Declaration	Annexure- E
	Declaration of percentage of local content	Annexure- F
	Undertaking	Annexure -G

HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender No: PAD/2022/001

CONTRACT FOR ENGAGING MARKETING OFFICERS ON TEMPORARY BASIS.

SCOPE OF WORK

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

SCOPE OF WORK :- Please submit your E-bids under the **two-bid system** confirming to the specifications and the terms and conditions.

Name of Post	Marketing Officers (Temporary in Nature)
No. of Posts	Two
Qualification	1. B.Sc (Chemistry) / B.Tech (Chemical) 2. MBA in Marketing.
Job requirement	Selling HOC's Major Products Phenol, Acetone and Hydrogen Peroxide in all India basis.
Experience	The candidate should have relevant experience in the field of sales, distribution, marketing, advertisement of Chemicals/consumer products.
Rate & Remuneration (Per Month)	The Marketing Officers engaged will have to be paid a monthly consolidated salary of Rs.25,000/- by the agency. The agency should quote a monthly lumpsum rate covering the above amount, service charges and statutory payments, if any.
Agency requirements	The agency should quote a monthly lumpsum rate including Salary, Statutory payments to the personnel. Monthly lump sum amount inclusive of salary, Agency Service Charges and other statutory payments will be paid to agency and HOCL will not be liable for payment of salary and other statutory payments directly to the personnel so engaged.

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

Tender No: PAD/2022/001

CONTRACT FOR ENGAGING MARKETING OFFICERS.

GENERAL TERMS AND CONDITIONS

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

PREQUALIFICATION CRITERIA

- a. Average annual financial turnover of the bidder during the last 03 years ending 31st March of the previous financial year should be at least Rs.5,00,000/-. (Documentary proof should be attached along with the Technical Bid).
- b. The bidder shall have successful completion experience of similar works in industrial establishments during last 7 years in deploying personnel. The bidder should have an experience in executing similar works having minimum value of RS.2 Lakhs per month. (Documentary proof should be attached along with the Technical Bid).
- c. Details of EMD & Details of Tender Fee.
- d. Details of PAN No:
- e. Labour License No. (if any)
- f. Details of GST.

Earnest Money Deposit :Quotation shall accompany an EMD of **Rs. 7,000/-** paid by crossed DD/ Bank Transfer only of Central Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ernakulam (**Central Bank of India, Tripunithura. A/c.No.: 3580607136 - ISFC Code: CBIN 0284515**). Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.

Cost of Tender Documents: NIL

Rates

Rates quoted shall be all inclusive of wages to the personnel, statutory contributions, Service Charge, taxes, duties, octroi, GST, etc.

Security Deposit

a) Total Security Deposit shall be 10% of the value of the contract. This may be deposited initially at 2.5% of the value of contract within 21 days of receipt of the notification of acceptance of tender and the balance 7.5 % will be recovered installments through deductions @ 10 % of the value of each running account bill till the total security deposit amount is collected, after which no further deductions from the bills will be made on this account.

b) Alternatively, you may at your option deposit the full amount of 10% of the accepted value of the tender towards the security deposit within 21 days of receipts by you, the notification accepting your tender.

The period of the contract shall be One Year from the date of issue of Work Order. The above period can be extended for another period of One Year or part thereof at the same rates , terms and conditions if both the parties are willing for the same.

Scope of Supply:-Please see "scope of work" and "CONDITIONS OF CONTRACT"

Time of Completion :The period of the contract shall be one year from the date of issue of Work Order which can be extended for another period of One Year or part thereof at the same rates , terms and conditions if both the parties are willing for the same.

Payment terms

Payment will be made on monthly basis as per the actual number of engagement of Marketing Officers.

The payment towards the bills will be made within 15 days from the date of submission of the bills supported with the relevant documents. Bills should be submitted once in a month.

Records of daily engagement of Officers and payment made to them shall be submitted along with the monthly bill at the P&A office of the company for verification.

Contract Preference

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

Defect Liability Period

AS PER General; Conditions of Contract of HOCL.

AGREEMENT

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

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

OTHER TERMS AND CONDITIONS

CONDITIONS OF CONTRACT

1. The contract shall be read in conjunction with HOCL General Conditions of Contract and Special Conditions of Contract or any other documents forming part of this Contract. All clause of General Conditions of Contract shall be applicable to this contact.

7. The quoted rates will be valid for a period of One year from date of issue of work order without any escalation whatsoever.

10. The contractor shall ensure that the personnel engaged by him should follow the instructions given by the HOC Management/Security.

11. This contract can be terminated by giving one month notice on either side.

12. The rate offered by contractor are inclusive of all taxes, duties, if applicable and also contributions if any to be made under legislation like ESI,PF etc.

13. The contractor will have to abide by the provisions of other Central and State Government Act and Rules as applicable from time to time and shall extend facilities to your workers as will be applicable under Rules.

14. The contractor should cover the officers proper Insurance Scheme.

15. The contractor shall take all safety precautions as prescribed under Factories Act 1948 and also the Safety rules prescribed by the company while engaging your workers on any work and provide safety appliances to your workers at your own cost.

16. The payment towards the bills will be made within 15 days from the date of submission of the bills supported with the relevant documents. Bills should be submitted once in a month. Records of daily engagement of workers and payment made to them should be submitted along with the monthly bill at the P&A office of the company for verification.

IMPORTANT

DUE DATE & TIME: Due date for submission of tender is (Closing

date) 21.02.2022 at 02.00 pm.

OPENING OF BIDS: The Technical Bids will be opened on 22.02.2022 at 02.00 PM electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

VALIDITY OF OFFER: Offer shall be valid for a minimum period of 90 days from the last date of submission stipulated for the tender.

SUBMISSION OF BIDS: Refer Instructions to Bidder for Online Bid Submission.

PRICE BID SUBMISSION-BOQ: 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 **(Including GST)** 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. 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. You should quote the amount including GST.

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

SIGNING & SEALING ON ALL PAGES OF BIDS: The vendor shall sign and seal on all the pages of the bids uploaded, failing which bids are liable to be rejected.

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

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HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)
 Ambalamugal P.O., Ernakulam District, Kerala - 682 302.
Tender No: PAD/2021/004(A)

CONTRACT FOR ENGAGING MARKETING OFFICERS.TECHNICAL BID (FORM - A)

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

PRO-FORMA-TECHNICAL BID

1. Details of previous experience (Copies of work orders to be attached)

Sl No.	Name of the Industry	Period of Contract		Work Order Value Rs.
		From	To	

2. Details of annual financial turnover during the last 3 years. Documentary Proof to be attached)

Financial Year: Turnover:

2018-19 ₹

2019-20

2020-21 ₹

3. Details of EMD enclosed:

DD No... .. Dated Amounting to ₹..... Name of
 the Bank :

4. PAN No:
5. GST No.....
6. Annexure A (Labour Laws requirements) signed and sealed is attached.
7. Annexure B (Labour Laws Check List) signed and sealed is attached
8. Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached
9. Annexure D (Declaration of Blacklisting / Holiday Listing) duly filled, signed and sealed is attached
10. Annexure E (Commercial Bid Declaration) duly filled, signed and sealed is attached
11. Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.
12. Annexure G (Undertaking) signed and sealed is attached.

Enclosed the tender documents signed & sealed in all pages along with all the Annexures and uploaded.

Enclosed the tender documents signed & sealed in all pages (Tender Notice, Scope of Work, Conditions of Contract, Copies of Experience Certificate, Work Orders, EMD etc.)

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob No.:

E-mail id:

Place :

Date :

ANNEXURE – A

ESI, PF, LABOUR LAW ETC. – REQUIREMENTS

1. ESI As per the ESI Act 1948

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

2. Safety Regulations and General Conditions of Contract

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

3. Workmen Compensation

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

4. Personal Protective 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. Hand Gloves

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

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

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

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

5. Labour Laws & Provident Fund

You are requested to possess:

1. A License from the Labour 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.

ANNEXURE - B
LABOUR LAWS – CHECK LIST

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 / Township only after completing the following procedures:

- a. Those labourers already registered under ESI should submit their ESI card along with a copy.
- b. For new cases, the following documents are to be produced for registering under the Act:
 1. Registration form duly filled in by the worker concerned.
 2. Proof of identity – Address and Age (SSLC / Birth Certificate / Driving License / Passport, etc.)
 3. Family photograph – 2 Nos.
- c. For those workers whose wages is claimed to be more than `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.

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 whenever required clear away and remove all rubbish/scrap/unwanted materials from its work area to designated area.
- Shall report all incidents/accidents occurring if any connected with the job. The Contractor shall prepare and submit an incident/accident report to OWNER's Safety Department.

ANNEXURE - D
PROFORMA OF DECLARATION OF BLACK LISTING/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 there of 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 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")

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

- report to OWNER's Safety Department.

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

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. If so, give details.	<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		

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ANNEXURE - F

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

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER**NO _____****(KINDLY FILL AND SUBMIT ALONG WITH COMMERCIAL/TECHNICAL BID)**

Name of the Bidder:		
SL No.	Commercial Clauses	Bidder Confirmation(Please put \surd)
1	Please mention whether you are a Class-I/Class II Local supplier.(Please see the definition given below)	Class I <input type="checkbox"/> Class II <input type="checkbox"/>
2	Specify the percentage (%) of local content.	----- %
3	Details of location at which the local value addition is made	
4	Mention whether the product offered is manufactured in India under a license from a foreign who hold intellectual property rights and there is a technology collaboration agreement /Transfer of technology agreement.	Yes / No

SELF DECLARATION OF LOCAL CONTENT

We hereby declare that the percentage(%) of local content specified against mentioned against SL.No.2 is _____%.

We also understand that submitting False self-declarations and auditors will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to Two Years as per the Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under Law.

DATE:
STAMP

SIGNATURE AND

Definitions

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

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

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

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

DATE:
STAMP

SIGNATURE AND

ANNEXURE I

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

To
The General Manager (Pers.&Admn.)
Hindustan Organic Chemicals Ltd.
Ambalamugal P.O., Ernakulam Dist
Kerala- 682 302.

SUB: CONTRACT FOR ENGAGING TEMPORARY MARKETING OFFICERS
Ref: Tender ref. No. PAD/2021/001

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for **CONTRACT FOR ENGAGING TEMPORARY MARKETING OFFICERS, HOCL, Ambalamugal**. We further affirm that we have understood all the terms of Supply of Marketing Officers in HOCL including the wages payable to the them. We are confident that all the above requirements can be met with the rates quoted by us and our rates are workable. In case the work is awarded to us at the rates quoted by us, we undertake to satisfactorily execute and complete the work for the entire period of contract.

Thanking you,

Yours faithfully,

For
Sd/-

(Name)

Place:

Date:

(Seal)