

HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 302
Phone: (0484) 2720911, FAX No. (0484) 2720893

E- TENDER NOTICE

15.09.2022

HOCL Invites e-Bids for the following item.

Sl.No.	Description of item and Tender No.
1	Work Item description: HIRING OF TEMPO Transportation of Various materials such as pipes, chemicals gas cylinders Motors and other stores material in 1 MT capacity(Approx.) Tempo from any place within Ernakulum and adjacent Districts (loads are taken From/To Adjacent Districts very rarely) to our Factory At Ambalamugal Or Vice Versa on Daily Hire basis HOCL Tender Ref: MAT/PUR/10862/22

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.

EARNEST MONEY DEPOSIT (EMD):- Rs.7500/-

Due Date & time for bid submission: 29.09.2022 at 02.00 PM

Tender Opening Date & Time: 30.09.2022 at 02.00 PM

Thanking you,
Yours Faithfully,

For Hindustan Organic Chemicals Limited
(GSTIN: 32AAACH2663P1ZG)

B.BALACHANDRAN
GM (MATERIALS)

HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 032
Phone: (0484) 2720911, FAX No. (0484) 2720893

E- TENDER NOTICE

MAT/PUR/10862/22

15.09.2022

Dear Sir,

Hindustan Organic Chemicals Limited (HOCL) is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for **HIRING OF TEMPO**. 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>.

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

You may submit your offer on **Two bid system** online before the due date and time specified.

Due Date & time for bid submission : 29.09.2022 at 02.00 PM

Tender Opening Date & Time : 30.09.2022 at 02.00 PM

EARNEST MONEY DEPOSIT (EMD):- Rs.7500/-

You may submit your offer through online before the due date and time specified.

Thanking you,

Yours faithfully,

For HINDUSTAN ORGANIC CHEMICALS LTD.

B. BALACHANDRAN
GM (MATERIALS)

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ANNEXURE I**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.

ANNEXURE- II**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. HOCL has entered into an Agreement with nic for e procurement through their portal www.eprocure.gov.in. Quotations shall be submitted online on or before the due date and time of closing the tender. The Techno commercial bid containing the Technical specification of the Products and Proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexure. The Price bid should be submitted in price bid format given (BOQ).
2. Techno commercial bid shall be opened electronically on specified date and time given in NIT. Bidders can witness the electronic opening of bid .The date and time of opening of the price bids will be intimated to the technically qualified bidders after evaluation of the Technical bids via email alerts through the valid email confirmed.
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 goods 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.
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 MSMEs shall be as per Govt. of India policy in vogue.

ANNEXURE - III**Eligibility criteria for participating in the bid**

1. The contractor must have a local representative within Ernakulam district with adequate communication facilities.
2. The transporter shall own (ATTACHED) at least one 1 MT capacity (Approx.) tempo of date of manufacture not before 01.10.2012.
3. The transporter may operate either a tempo with 1 MT capacity (Approx.) or more. In case if a tempo with more than 1 MT capacity is provided by the transporter, HOCL will have the option to load materials to the maximum capacity of the tempo provided.
4. Transporter should have executed transportation contracts of total value of Rs 20 lakhs for during last 3 financial years. Transporter should enclose copies of contracts along with technical bid.
5. Transporter should have executed minimum one transportation contract of total value of Rs 5 lakhs during the last 3 financial years. Transporter should enclose copies of contracts with technical bid.
6. Transporter should furnish a Solvency certificate from a Scheduled bank worth minimum Rs. 2.50 lakhs
7. Documentary evidence including work order/contract copies for confirming the above eligibility criteria to be uploaded with the technical bid. Contracts should show clearly the total value involved.
8. The existing registered vendors of HOCL and MSME registered vendors need not furnish the above details (4, 5, and 6) along with tender.

ANNEXURE IV**TERMS AND CONDITIONS OF TENDER NO: MAT/PUR/10862/22****1. SCOPE OF THE WORK:**

1.1. Transportation of various materials such as pipes, chemicals, gas cylinders, motors **and other stores materials, in 1 MT capacity (Approx.) tempo** from any place within Ernakulam and adjacent districts (loads are taken from/to adjacent districts very rarely) to our factory at Ambalamugal or vice versa on daily hire basis.

1.2. The transport contractor will have to place a dedicated tempo for two to six days a week as required by us.

1.3. HOCL shall pay the agreed hire charges. The increase/decrease in hire charges based on diesel price escalation will be applicable to this contract as given in tender documents.

2. VOLUME OF WORK & PERIOD OF THE CONTRACT

2.1. Tempo hiring : One tempo of 1 MT (Approx.) capacity shall be hired two to six days per week and rarely two or more tempos shall be hired on a particular day as required by HOCL.

2.2. You should be able to provide additional tempos if required by HOCL at short notice on the same terms and conditions.

2.2 .No guarantee can be given for any definite volume of work to the contractor.

2.3. The period of the contract will be for two years from PO date. However this will be extended for further period of one year or less at the same rates, terms and conditions, subject to the consent of party and approval of HOCL authorities.

3. COMPANY RESERVES THE RIGHT

3.1. Of placing the contract for all the work or part of the work 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.

3.2. 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 Security Deposit submitted by the contractor that the company may suffer due to negligence of the contractor.

3.3. 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.

3.4. Of terminating the work forthwith without notice or/and without assigning reasons.

4. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR

4.1. The contractor has to provide tempo in good working condition with all valid statutory permits at the correct place and time as required by HOCL. The crew of the vehicle must be capable of understanding the safety rules and regulations of HOCL and must be of good conduct with adequate driving experience. Contractor is bound to change the crew in case HOCL communicates dissatisfaction about the performance of the crew.

4.2. The contractor shall have to report to HOCL any accident/ damage to the goods or vehicles immediately.

4.3. The contractor shall be solely responsible for any monetary loss to HOCL due to malpractice or negligence of the vehicle crew and the same will have to be paid by the contractor along with the penalties as deemed fit by HOCL. Any decision of the company about negligence or malpractice of the crew is final and binding on the contractor.

4.4. The contractor should provide necessary tarpaulins and ropes for covering the goods transported in a safe manner.

4.5. The rates quoted by the contractor should be inclusive of the tolls to be paid.

4.6. Transport contractor shall place the vehicle at the proper place and time as instructed by the officers of HOCL. HOCL shall not be responsible in case of delayed placement of vehicle by the transport contractor leading to not getting the load.

4.7. Transport contractor shall ensure that the materials are protected from damage or pilferage in transit.

4.8. HOCL shall arrange the transit insurance for the materials. Loading and unloading charges if any shall be paid by HOCL. 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.

5. EARNEST MONEY DEPOSIT (EMD):- A refundable **EMD of Rs. 7500/-** to be submitted along with the technical bid. EMD may be submitted in the form of Bank transfer/RTGS through our banker M/s Central Bank of India ,Thripunithura Branch , A/C No. 3580607136 , IFS Code:CBIN0284515. Details of bank transfer should be indicated in your technical offer. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. EMD of

the successful tender may be adjusted against the security Deposit payable. EMD of unsuccessful bidder will be returned after finalization of the tender. EMD of a tenderer shall be forfeited if he withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.

6.SECURITY DEPOSIT: Total security deposit shall be **3%** of actual value of work. **3 %** of the estimated contract value for one month volume of work should be deposited within 21 days of receipt of work order against initial security deposit. Balance security deposit will be recovered from the first and subsequent running bills/final bill against security deposit at the rate of **3 %** of the total value of work executed on completion of work is recovered and will be released after completion of the contract period. The Initial Security Deposit shall be in the form of a Bank Guarantee from any scheduled Bank in the format prescribed by HOCL.

PSU^s are exempted from payment of Security Deposit. Vendors registered with NSIC is also exempted from security deposit for an amount equal to the monetary limit mentioned in the certificate.

7.PAYMENT

Payment will be released to the contractor within 30 days of submitting the bills.

8 ESCALATION CLAUSE FOR TEMPO HIRING :

In case of diesel price increase/decrease of Rs. D/- per liter, following rates will be given:-

- | | |
|---------------------------------|--------------------------------|
| A. Daily rate from 9AM to 6 PM | Rate quoted by you +/- 6.5 X D |
| B. Rate for running on Km basis | Rate quoted by you +/- 0.1 X D |

(The above formula is based on the assumption that average Kilometer run per day is 65 KMs and mileage per litre of diesel is 10 KMs). The rate for running beyond 6 PM will not be affected by any increase/ decrease in diesel price. This increase/decrease will be considered only if there is an increase/ decrease of 5% on the base rate.

9(a) EMPLOYEES OF THE CONTRACTOR

The contractor may employ such persons as he may think fit as crew of the vehicle and they shall be 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. However those employees employed by the Contractor shall always be bound by the direction of the company.

(b)COMPENSATION UNDER THE 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) (hereafter

called the said act) for any injuries suffered by them if such compensation is paid by the company as principal under sub-section (1) on 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 1 above. If the amount of the compensation paid by the company as aforesaid exceeds the amount of the security deposit made hereunder or any other amount due to the contractor such excess amount shall be paid by the contractor to the company.

10. You have to observe all safety and security rules of the company and all other statutory rules in force while executing the work awarded to you.

11. The rates quoted by you shall remain firm during the contract period. No increase in rates shall be given on any account except on any statutory increases in the levies and increase in diesel price as per clause number 8 above.

12. The contractor shall be responsible for compliance of the various statutory provision, the legal requirements maintenance of the requisite records, registers, submission of periodical reports/returns in respect of labour/industrial law, acts, rules and notifications issued there under by the appropriate Govt. /competent authority from time to time at his own risk and cost such as (i) contract labour (regulations & abolition) Act 1970. (ii) Factories Act 1948 (iii) Payment of Wages Act 1936 (iv) Minimum Wages Act 1948 (v) Maternity Benefit Act 1961 (vi) Workmen Compensation Act 1923 (vii) Employees Provident Fund & Family Pension Act 1952 (viii) Payment of Bonus Act 1965 (ix) Employees State Insurance Act 1948 etc.

13. HOCL reserves the right to reject any or all quotations without assigning any reasons whatsoever.

14. The following documents shall be submitted with the technical bid failing which bid is liable to be rejected:

- 1 Copy of RC book of at least one tempo 1 MT capacity (Approx.), of date of manufacture not before 01.10.2012. If the vehicle is attached, proof of agreement to be given.
- 2 Copy of the terms and conditions of this tender duly signed and sealed on all pages as proof of acceptance.

15. VALIDITY OF OFFER:

The offer shall be valid for a period of 60 days from last date of submission stipulated for the tender.

16. SUBMISSION OF BIDS: Refer ANNEXURE I & II.

17. PRICED 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 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 blue 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.

18. BID CLOSING DATE OPENING DATE: Due Date for submission of tender is (closing date) **29.09.2022, 02.00 PM**. Technical Bids will be opened on **30.09.2022 at 2.00 pm**. Acceptable bidders shall be informed the date of opening of Price Bids.

19. 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.

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 :

ANNEXURE –V-A

COMMERCIAL TERM FORMAT-A
(To be printed on your letter head& uploaded)

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

Name and Address of Organization:

Phone No:

GSTIN :

E-mail id for correspondence:

Contact Person Name and Mobile No:

Whether registered with MSME/NSIC:
(If so pl. enclose documentary proof)

Payment Term offered:

Validity of offer:

Taxes Applicable:

Number of years of experience in transportation of materials in TEMPO:

Number of Tempos owned :

(Enclose Copy of RC Book of minimum one 1 MT capacity (Approx.) Tempo of date of Manufacture before 01.10.2012)

Deviation in specification if any

Please confirm if your firm is blacklisted by any PSU :

I undertake to place dedicated tempo on a daily basis as required by HOCL incase work order is placed on me. I agree to all the terms and conditions of this tender which is signed and enclosed herewith.

Name & Signature of Transporter

Date:

Signature and Stamp

ANNEXURE- V-B

(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. 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		

ANNEXURE-VI

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

ANNEXURE-VII

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



Bid Number: GEM/2022/B/2546081

Dated: 16-09-2022

Bid Document

Bid Details	
Bid End Date/Time	30-09-2022 14:00:00
Bid Opening Date/Time	30-09-2022 14:30:00
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Chemicals And Fertilizers
Department Name	Department Of Chemicals And Petrochemicals
Organisation Name	Hindustan Organic Chemicals Limited
Office Name	Ambalamugal,ernakulam
Total Quantity	3
Item Category	TEMPO HIRING CHARGE on a daily basis between 9 am and 6 pm period. , Rate for running beyond 6 PM per hour basis , Rate on per KM basis without any time limitation.
BOQ Title	HIRING OF TEMPO
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience	Yes
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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
Past Performance	80 %
Bid to RA enabled	No
Primary product category	TEMPO HIRING CHARGE on a daily basis between 9 am and 6 pm period.
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	0.75
EMD Amount	7500

ePBG Detail

Required	No
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(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

GM Materials

Hindustan Organic Chemicals Limited, Ambalamugal, Ernakulam, Kerala-682302

(Hindustan Organic Chemicals Limited)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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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 / Public Listed Company 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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public

Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. 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% (Selected by Buyer)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 25%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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 / Public Listed Company. 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.

TEMPO HIRING CHARGE On A Daily Basis Between 9 Am And 6 Pm Period.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	730

Rate For Running Beyond 6 PM Per Hour Basis

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	730

Rate On Per KM Basis Without Any Time Limitation.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	730

Buyer Added Bid Specific Terms and Conditions

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**

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 %.

3. **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.

4. **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.

5. **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 / Public Listed Company 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.

6. **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.

7. **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.

8. **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.

9. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

10. 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.

11. 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.

12. 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): 1 Copy of RC book of at least one tempo 1 MT capacity (Approx.), of date of manufacture not before 01.10.2012. If the vehicle is attached, proof of agreement to be given..

13. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

14. 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

15. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Terms & conditions duly signed and submitted along with offer.
- 2. Documents satisfying eligibility criteria should be provided along with offer.
- 3. Commercial terms, Bid Security declaration & Compliance form duly filled, signed and submitted along with offer.

16. Buyer Added Bid Specific ATC

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---