



## हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड

### 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](mailto:kochi@hoclindia.com), web: [www.hoclkochi.com](http://www.hoclkochi.com)

#### **OPEN E- TENDER NOTICE**

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

Sl.No	Description of Item and Tender No.
01	<b>a) HIRING OF AN AC AMBULANCE FOR HOCL KOCHI UNIT.</b> <b>b) Hiring OF A 5 SEATER AC DIESEL CAR FOR HOCL KOCHI UNIT.</b> HOCL TENDER REF: HR/2023/003

Tender documents may be downloaded from [www.hoclkochi.com](http://www.hoclkochi.com) or [www.eprocure.gov.in](http://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.

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

**Earnest Money Deposit: Rs.10000/-**

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

(N.V RAVIDEV)  
CHIEF GENERAL MANAGER (HR)



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**HR/2023/003**

**March 15, 2023.**

M/s.

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 **a) HIRING OF AN AC AMBULANCE (FORCE TRAVELLER/TATA WINGER) AND b) A 5 SEATER AC DIESEL CAR (SEDAN/HATCHBACK)**. 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.hoclkochi.com](http://www.hoclkochi.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.

Thanking you,

Yours Faithfully,

For Hindustan Organic Chemicals Limited (GSTIN: 32AAACH2663P1ZG)

**(N.V RAVIDEV)**

**CHIEF GENERAL MANAGER (HR)**

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KOCHI.**

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**HINDUSTAN ORGANIC CHEMICALS LIMITED**  
**(A Government of India Enterprise)**  
**AMBALAMUGAL.**

**SCOPE OF WORK**

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

Quotations are invited as open e- tender in two bid system for the following work  
Name of the Work:- **CONTRACT FOR PROVIDING 1) AN AC AMBULANCE (FORCE  
TRAVELLER/TATA WINGER) 2) A FIVE SEATER AC DIESEL CAR  
(SEDAN/HATCHBACK). ON HIRE TO HOCL, KOCHI, AMBALAMUGAL**

Period of Contract: ONE YEAR

The requirement is an AC Ambulance (Force Traveller/ Tata winger) and a Five seat Ac diesel car (sedan/hatchback) with Driver and Fuel. The requirement for Ambulance will be 24 Hrs daily and for Carr will be 12 Hrs (09.00 Hrs to 21.00 Hrs) throughout the contract period/year.

**Pre-Qualification Criteria**

- a. The bidder should be an individual/ sole proprietary concern/ partnership concern or company and should be registered with Registrar of firms/registrar of companies or Shops & Establishment Act wherever applicable
- b. The bidder should be having an office within 20 KMs from Ambalamugal and having contact phone number and email id.
- c. The Tenderer should be a vehicle provider with minimum experience of three years in vehicle Hiring service during the last 7 years.
- d. Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be Rs 6.66 lacs if quoting for both vehicles and Rs 3.42 lacs and Rs 3.24 lacs respectively if quoting either for Ambulance or Diesel car. (Documentary proof should be attached along with the Technical bid).
- e. Experience of having successfully completed works during the last 07 years ending 31<sup>st</sup> March 2022 should be either of the following ( Documentary proof should be attached along with the Technical Bid)

= Three completed works costing not less than the amount equals to Rs 8.88 lacs if quoting for both vehicles. Three completed works costing not less than the amount equals to Rs 4.56 lacs and Rs 4.32 lacs each respectively if quoting for Ambulance and Car separately.

OR

= Two completed works costing not less than the amount equals to Rs 11.10 lacs if quoting for both the vehicles. Two completed works costing not less than the amount equals to Rs 5.70 lacs and Rs 5.4 lacs each respectively if quoting for Ambulance and Car separately.

**OR**

= One completed work costing not less than the amount equal to Rs 17.76 lacs if quoting for both the vehicles. One completed work costing not less than the amount equals to Rs 9.12 lacs and Rs 8.64 lacs each respectively if quoting for Ambulance and Car separately.

### **Scope of Work**

1. The requirement is round the clock service of an AC Ambulance and an AC diesel car (5 seat) for 12.00 Hrs (09.00 Hrs to 21 Hrs) with driver & fuel on monthly rent basis . The expected kilometer per month is approximately 1000 KMs for car and 500 KMs for Ambulance . The Ambulance should have been registered on or after 1<sup>st</sup> April 2020 and the diesel car should have been registered on or after 1<sup>st</sup> April 2018.
2. The vehicles shall be made available on all days including Sundays & Holidays .
3. The rates shall be inclusive of wages to driver, batha, fuel and all incidental and other charges which may have to be incurred by the Contractor in execution of the work as per this contract. The rates shall be firm for the period of contract.
4. The quotation for Ambulance and the CAR will be considered separately and work will be awarded separately based on L1 rate of Ambulance and Passenger vehicle. In case different vendors are quoting lowest rate for the Ambulance and passenger vehicle the work of engagement of Ambulance and passenger vehicle will be awarded separately to the vendors quoting the lowest rate for each item.
5. Lump sum rate per month for engagement up to 500 KMs and 1000 KMS shall be quoted respectively for Ambulance and car. The amount should be quoted excluding GST, GST may be paid extra. The rate for running over and above the prescribed Kilometers shall be fixed by HOCL at the rate, Rs 20 per KM for Ambulance and Rs 12 per KM for car. In the case of engagement of the car over and above 12.00 Hrs in a day, The rate for additional engagement shall Rs 250/- per hour. All the rates will be firm during the entire period of contract.
6. Time of engagement of the vehicle and the distance run by the vehicle shall be recorded on a log book on daily basis. For this, the time of first entry of the vehicle at the Security Gate of HOCL and the odometer reading at that time shall be taken as the opening time and opening KM. Similarly the time of final exit of the vehicle from the Security Gate of the Factory and the odometer reading at that time shall be taken as the closing time and closing KM .The odometer reading of the car will be recorded on daily basis if the vehicle is going out after 12 hrs service in HOCL. The time of engagement of the car will be from 09.00 Hrs to 21.00 Hrs.

7. Payment shall be effected on a monthly basis. The Contractor shall submit the bill with all trip sheets on a monthly basis. The trip sheets are to be duly certified by the authorized Officer of HOCL. Payment will be made within 15 days from the date of receipt of the Bills.

8. The successful tenderers shall remit 10% of the Contract value as interest free Security Deposit or furnish a Bank Guarantee from a Nationalized / Scheduled Bank in the format prescribed by HOCL.

9. In case the contract vehicle is taken for maintenance/ repair, a substitute vehicle of similar make, model & capacity shall be provided with driver and fuel by the contractor. In case the contractor fails to provide a substitute vehicle, HOCL may make alternative arrangements at the risk of the contractor. Proportionate amount for such days or the cost incurred by HOCL for alternate arrangement, whichever is higher shall be recovered from the Contractor.

10. It shall be the responsibility of the contractor to keep all valid and current documents like Tax, Insurance, Pollution under control certificates etc in the vehicle. HOCL shall not be responsible either directly or indirectly in any manner whatsoever for any omission on the part of the Contractor to comply with the statutory requirements as per the Motor Vehicles Act 1988 or any other statute/rule as applicable.

11. The vehicles provided shall be in very good running condition with good upholstery and proper upkeep of the vehicle is to be ensured by the contractor. Year of make of the vehicle should be duly specified and proof thereof shall be submitted along with the offer.

12. The Contractor shall strictly observe the Security and Safety Regulations of HOCL including Covid-19 guidelines. The Passenger vehicle (CAR) shall be equipped with all the necessary safety appliances/equipment for emergency and rescue purpose as stipulated in Motor Vehicles Act 1988 and Rules thereto.

13. The Ambulance shall have the following equipments.

a) General

A wheeled stretcher with folding and adjusting devices with the head of the stretcher capable of being tilted upward and the stretcher should be with straps.

Fixed suction unit with equipment

Fixed Oxygen supply with equipment

Pillow with case; Sheets; Blankets; Towels;

Emesis bag; Bed pan; Urinal; Glass

b) Safety Equipment

Flares with life of 30 minutes; Flood lights;

Flash lights; Fire extinguisher dry powder type;

Insulated gauntlets

c) Emergency Care Equipments

(1) Resuscitation

Portable suction unit; Portable oxygen units

**Bag-valve- mask, hand operated artificial ventilation unit;  
Airways, Mouth gags, Tracheotomy adaptors;  
Short spine board I.V Fluids with administration unit;  
B.P. Manometer, Stethoscope.**

**(2) Immobilization**

**Long and short padded boards; wire ladder splints  
Triangular bandage; Long and short spine boards**

**(3) Dressings**

**Gauze pads-100mm X 100mm; Universal dressing 250mm X 900mm  
Roll of aluminum foils; Soft roller bandages 150mm X 900mm  
Adhesive tape in 75 mm roll; Safety pins;  
Bandage sheets; Burn Sheet**

**(4) Poisoning**

**Syrup of Ipecac; Activated Charcoal Pre-packeted in dozes; Snake bite kit;  
Drinking water**

**(5) Emergency medicines**

**As per requirement**

**Timely replacement of the gadgets, washing and cleaning of bed sheets, the disposal of the expired items and proper cleaning and sanitation of the Ambulance/Car shall be ensured by the contractor. Sanitation shall be done at least once in a month.**

**14. The Contractor shall comply with the requirements of all Local, State and Central Government Acts, Rules , Regulations, By-Laws, Orders, etc. in force from time to time.**

**15. The Contractor shall obtain at his costs all permits, licenses and other authorizations, as required for the work from Government Authorities. The Contractor shall maintain proper records and registers as required by the relevant statutes and submit them to HOCL as and when required.**

**16. HOCL shall not make any payments to the Contractor other than the rates agreed for the work. Any extra expenses, during the course of the contract period shall be borne entirely by the Contractor except toll charges and parking fees if any, during the course of duty, which shall be reimbursed by HOCL. The Contractor shall absorb the impact due to changes if any in fuel price/other government taxes and duties.**

**17. In case the Contractor fails to discharge his statutory obligations leading to a situation wherein HOCL has to incur any expenditure/loss in their capacity as the Principal Employer, such expenditure / loss shall be realized from the Contractor.**

**18. The Contractor shall indemnify HOCL against any eventualities arising out of accidents and fines/ penalties/punishments by legal/statutory authorities due to negligence on the part of the contractor/driver.**

19. The vehicles should have a comprehensive insurance coverage and the policy of insurance should be in force at all times during the contract period and the same shall be produced before HOCL on demand.

20. The Driver/ Driver cum mechanic for Ambulance deputed should be well experienced, of good character and antecedents, well behaved, neatly dressed in Uniform and should be in possession of valid Driving License and all requisite documents of the vehicle including Pollution Control Certificate. Misbehavior of any kind on the part of the driver shall be viewed very seriously and in such cases, it is the responsibility of the contractor to change the driver immediately on report from HOCL.

21. The wages paid to the drivers should not be less than the minimum wages notified by the Government from time to time and they should be covered under PF and ESI/ valid insurance coverage as per prevailing Rules in this regard.

22. The contractor should bear all expenditure connected with maintenance necessitated to the vehicle during the period of Contract. HOCL shall not be held responsible for any loss/damage to vehicle, other properties, life or other unforeseen incidents like accidents that may occur during the period of hiring of vehicle.

23. HOCL will also be not responsible for any loss of life, or any injury to the driver or to any third party caused at the time of performing bona fide trips of HOCL during the period of contract. The contractor will be responsible for loss, damage or injury to any person, property, materials, equipment or any other articles caused due to poor maintenance of the vehicle hired by HOCL and negligence on the part of the Driver. The vehicle shall be provided with brand new tyres (including stepiny)

24. The contractor shall at all times keep HOCL indemnified against all claims, actions, proceedings, costs, damages incurred and compensation agreed in consequence of any breach of all or any of the covenants and warrants herein contained.

25. HOCL shall not in any way be responsible during the course of contract for any accident, loss, damages etc. that may occur to the vehicles so supplied by the contractor on contract basis.

26. Age of Vehicles: The Ambulance should not be more than three years old. The car/passenger vehicle should not be more than five years old. The Ambulance should have been registered on or after 1<sup>st</sup> April 2020 and the diesel car should have been registered on or after 1<sup>st</sup> April 2018.

27. Ownership of the Vehicles :The tenderer should either be the owner of the Vehicles or the tenderer should have a valid lease agreement with the owner of the vehicle during the period of the contract

28. The tenderer will be at liberty to quote for both AC Ambulance/Five Seater AC car or to quote either for AC Ambulance or Five seater AC car.

29. L1 Rate: For arriving at the L1 rate the following only will be considered



- a) The monthly lumpsum Rate for round the clock engagement and running up to 500 KMs per month in the case of Ambulance.
- b) The monthly lumpsum rate for round the clock engagement and running up to 1000 KMs per month in the case of diesel car.

### **30. VALIDITY OF OFFER:**

The offer shall be valid for a period of 90 days from the date of submission for placement of order.

### **31. 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 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.

### **32. BID CLOSING DATE /OPENING DATE**

DUE DATE for submission of tender is (closing date) **10.04.2023, 02.00 PM**

Technical Bids will be opened on **11.04.2023 at 2.00pm**. Acceptable bidders shall be informed the date of opening of the Price Bids.

**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 enrol 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 Enrolment**" 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.

**Contract Person (NIC matters)**

**Mr.Midhun Babu  
Co-ordinator  
Mob: 8547196394, 0484 2727401**

**Contract Persons (HOCL)**

**Mr.N.V.RAVIDEV,  
CHIEF GENERAL MANAGER (HR),  
HOCL, Ambalamugal.  
Tel.0484 2727325.**

**Mr. VINODHKUMAR K V  
Sr.Officer (HR)/WELFARE OFFICER  
HOCL, Ambalamugal.  
Ph: 0484 2727204**

## HINDUSTAN ORGANIC CHEMICALS LIMITED

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

**Tender No:** HR/2023/003

### 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. The bidder should be an individual/ sole proprietary concern/ partnership concern or company and should be registered with Registrar of firms/registrar of companies or Shops & Establishment Act wherever applicable
- b. The bidder should be having sufficient experience for taxi hiring and working in this field for at least one year.
- c. The bidder should be having an office within 20 KMs from Ambalamugal and having contact phone number and email id.

#### **Earnest Money Deposit**

Quotation shall accompany an EMD of Rs.10000/- paid by crossed DD/Bankers Cheque/Cash only of State Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ambalamedu branch of SBI (A/c. No: 10342163665, IFS Code: SBIN0001108). Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.

EMD of the tenderer will be forfeited under the following conditions:-

- a. If after opening of the tender, the tenderer revokes his tender or increase his quoted rates.
- b. If the tenderer does not commence the work after awarding the contract.

No interest on EMD will be paid.

EMD of the successful tenderer will be adjusted against the security deposit.

EMD of unsuccessful bidders shall be refunded after finalization of the contract and no interest shall be payable.

The Earnest Money Deposit shall be forfeited if: -

- a) The tender is revoked or varied during its validity period.
- b) The Prices are increased unilaterally after the tender opening and during its validity.

- c) The tenderer after intimation of acceptance of the tender fails to execute the agreement/or furnish security deposit within the stipulated time.

**Rates :** Rates quoted shall be exclusive of GST. GST as applicable shall be paid extra,

**Security Deposit :** The total security deposit shall be 10% of the contract value. 2.5% of the contract value should be deposited within 21 days of receipt of work order against initial security deposit. Balance 7.5% will be recovered from the first and subsequent receiving bills or final bill against Security Deposit

EMD deposited shall be adjusted against the initial security deposit.

**Liquidated Damages:** If the work is not completed within the stipulated time, the contractor is liable to pay a LD of ½% of the total contract value per week of the delay or part there of subject to a maximum of 5% of the contract value.

**Period of Contract :** One year from the date of issue of the Work Order.

**Scope of Supply :** As per Scope of Work.

**Time of Completion:** One year from the date of issue of the Work Order.

**Payment terms :** Monthly payment after completion of work. You shall submit the monthly bill along with the work execution registers and also the details of payment made to the labourers engaged by you. The payment shall be made within seven days from the date of submission of bill.

**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 GCC

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

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

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

### **OTHER TERMS & CONDITIONS**

1. This contract shall be read in conjunction with our general conditions of contract and special conditions of contract of HOCL or any other documents forming this contract.
2. The contractor shall strictly follow the provisions of the Contract labour (Regulation and Abolition) Act 1970 and Kerala Contract Labour (Regulation and Abolition) Rules.

3. The rate offered by you are inclusive of all taxes, duties etc as applicable and the benefits extended to the laborers and also the remittance to be made under the statutory legislations like ESI Act, PF Act etc. It is the responsibility of the contractor to remit the remittance under PF Act and other legislation applicable for the labourers engaged by him.
4. The contractor shall ensure that the labourers engaged by him are strictly observing the safety rules and other rules and regulations of the company. The contractor shall comply with the requirements of ESI, PF, Labour Law, SHE ( Safety, Health & Environment) etc. as per Annexure A, B, and C uploaded .

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

**10.04.2023 at 14.00 Hrs.**

**OPENING OF BIDS:** The Technical Bids will be opened on **11.04.2023 at 14.00 Hrs** electronically. Technically acceptable bidders will be informed by emails about the date and time of opening of the price bids

**VALIDITY OF OFFER:** Offer shall be valid for a minimum period of 90 days form 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 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) and 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.

**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.

.....

**HINDUSTAN ORGANIC CHEMICALS LIMITED**  
(A Government of India Enterprise)  
Ambalamugal P.O., Ernakulam District, Kerala - 682 302.  
**HOCL Tender No.HR/2023/003**

**CONTRACT FOR HIRING OF AN AC AMBULANCE AND A DIESEL CAR (5 Seats).**

**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 and current commitments (Copies of work order to be attached)

Sl No.	Type of vehicle	Name of the Organisation.	Period of Contract	Work order value In Rupees

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

Financial Year:

2019-20

2020-21

2021-22

Turnover:



**3. Details of EMD enclosed:**

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

**4. PAN No of the bidder: .....**

**5. GSTIN No of the bidder: .....**

- 1. Annexure A (Labour Laws requirements) signed and sealed is attached.**
- 2. Annexure B (Labour Laws Check List) signed and sealed is attached**
- 3. Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached**
- 4. Annexure D (Proforma of Declaration of Blacklisting / Holiday Listing ) duly filled, signed and sealed is attached.**
- 5. Annexure E(Bidder Information)**
- 6. Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.**
- 7. Annexure G ( Bid Security Declaration).**
- 8. Annexure H (Undertaking) signed and sealed is attached.**
- 9. Annexure I (Declaration of Compliance of Order)**
- 10. Annxure L Declaration on Code of Integrity for Public Procurement (COIPP)**

We hereby undertake that we have read and understood the content of GCC and shall abide by it.

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mobile No:

E-mail id:

PLACE :

Seal

DATE :

**ANNEXURE – IV(A)****TECHNICAL BID (Form B)**

Sl.No.	DETAILS	
1	Name of the Travel Agency	
2	Address with telephone, e-mail, fax number & the name(s) of the contact person(s)	
3	Year of establishment <b>(Please attach documentary evidence)</b>	
4	Income Tax – PAN No. <b>(Please attach documentary evidence)</b>	
5	GST Registration <b>(Please attach documentary evidence)</b>	
6	Detailed description and value of works done for others <b>(Please attach documentary evidence)</b>	
7	Details of vehicle to be deployed in HOCL. (Make & year of manufacture) <b>(Attach copy of Registration Certificate)</b>	
8	Details of EMD	

Signature of the Tenderer :

Name of the Tenderer :

Address :

PLACE :

Seal

DATE :

**COMPLIANCE / NO-DEVIATION STATEMENT**

**Tender No: HR/2023/003**

NAME OF WORK: CONTRACT FOR HIRING OF AN AC AMBULANCE AND AN AC CAR (5 Seats).

**It is hereby stated that the quotation/offer submitted by us is in full compliance with all the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry.**

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place : SEAL

Date :

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

**Tender No: HR/2023/003**

**NAME OF WORK: CONTRACT FOR HIRING OF AN AMBULANCE AND AN AC DIESEL CAR  
(5 Seats).**

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob No :

Mail ID :

Place : SEAL

Date :

**CHECK LIST**

**Tender No: HR/2023/003**

NAME OF WORK: CONTRACT FOR HIRING OF AN AMBULANCE AND A DIESEL CAR(5 Seats).

EMD - NOT APPLICABLE TO MSME / SSI Units /PSUs

Details of EMD enclosed: (YES/NO).

DD No. \_\_\_\_\_ Dated \_\_\_\_\_ Amounting to \_\_\_\_\_

Name of the Bank : \_\_\_\_\_

1. Scope of Work, General Terms and Conditions (Annexure I to VI and A to J) (complete set of Tender Documents) to be signed and stamped on all pages, scanned and uploaded (YES/NO).
2. Proforma of Declaration of Black Listing/ Holiday Listing (Annexure D) - duly filled, signed and stamped, scanned and uploaded (YES/NO).
3. Bidder Information (Annexure - E) - put **v** mark in front of your confirmation, signed and stamped, scanned and uploaded (YES/NO).
4. Self Declaration of percentage of local content (Annexure F) - duly filled, signed and stamped, scanned and uploaded. (YES/NO).
5. Bid Security Declaration (Annexure G) - duly filled, signed and stamped, scanned and uploaded (YES/NO).
6. Integrity Pact ( Annexure- H)
7. Undertaking (Annexure I) - duly filled, signed and stamped, scanned and uploaded (YES/NO).
8. Declaration of Compliance of Order (Annexure J) - duly filled, signed and stamped, scanned and uploaded (YES/NO).

9. Copies of Experience,  
Signature of the Tenderer :

Name of the Tenderer :

Address :

Place :

Date :

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

**8. 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 Rs.21,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises / Township only after completing the following procedures:

- a. Those labourers already registered under ESI should submit their ESI card along with a copy.
- b. For new cases, the following documents are to be produced for registering under the Act:
  1. Registration form duly filled in by the worker concerned.
  2. Proof of identity – Address and Age (SSLC / Birth Certificate / Driving License / Passport, etc.)
  3. Family photograph – 2 Nos.
- c. For those workers whose wages is claimed to be more than `Rs.21,000/- per month should produce the following documents:
  1. An undertaking from his employer that his wage is more than Rs.21,000/- 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 worker concerned 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.



## ANNEXURE - C

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

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

- Shall ensure the availability and suitability of qualified and experienced personnel at the site for effective and efficient SHE management.
- Shall ensure that the equipment, materials, consumables are in conformity with the requirements.
- Shall ensure that all equipments/scaffolding used are having adequate stability.
- Shall ensure that appropriate and adequate PPEs are provided and worn by the personnel involved.
- Shall ensure that safety signs are posted as appropriate to the activity/hazard as required.
- Shall ensure the removal of material from site, which do not conform to the requirements.
- Shall ensure no adverse impact on environment due to activities.
- Shall maintain proper close supervision over their employee's activities.
- Shall identify the hazards related to their nature of work being executed and develop methods to eliminate/control those hazards where required to prevent any unwanted incidents/accident.
- Shall educate/train the workers throughout the work and improve their SHE awareness.
- Shall ensure adequate hygiene, (i.e. cleanliness, environment free from dust and fume, proper lighting and drinking water to all worker employed by the contractor).
- Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:
  - Vehicles & equipments
  - Tools, equipments, lifting appliances
  - Safety equipments
  - Fire protection
  
- Shall at his own expenses from time to time and 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 Pubic Sector Company (CPSU) or any of the administrative ministries, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence 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

**ANNEXURE - E**

ANNEXURE TO BID AGAINST TENDER No: \_\_\_\_\_

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

<b>Name of Bidder:</b>		
Sr. No.	Commercial Clauses	Bidder Confirmation  (Please put ✓ in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization.  If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List  <input type="checkbox"/> No
2 i	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
ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer  <input type="checkbox"/> Services  <input type="checkbox"/> Not Applicable
iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes  <input type="checkbox"/> No
3 i	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
ii	Submitted valid document against clause no 3 (i)	<input type="checkbox"/> Submitted  <input type="checkbox"/> Not Applicable
4 i	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

ii	Whether the proprietor of "MSME" enterprise is woman  (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes  <input type="checkbox"/> No
iii	Submitted certificate against clause no 4 (ii)	<input type="checkbox"/> Submitted  <input type="checkbox"/> Not Applicable
5	<p>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</p> <p>It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Not Agreed
<p>DATE: _____ SIGN AND STAMP OF BIDDER _____</p>		

**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)

<b>Name of the Bidder:</b>	
Commercial Clauses	Bidder Confirmation(Please put v ) <div style="text-align: center; margin-top: 10px;"><input type="checkbox"/></div>
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"/>
Specify the percentage (%) of local content.	----- %
Details of location at which the local value addition is made	
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 Sr.No.2 is \_\_\_%.

We also understand that submitting False self-declarations and auditors will be in reach 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:

SGNATURE AND STAMP

**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 %

**BID SECURITY DECLARATION**

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER

No. \_\_\_\_\_

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

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

**NAME AND ADDRESS OF THE BIDDER**

**PLACE:**

**DATE:**

**SIGNATURE AND STAMP OF THE BIDDER**

**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 Chief General Manager (HR.)  
Hindustan Organic Chemicals Ltd.  
Ambalamugal P.O.,Ernakulam Dist  
Kerala- 682 302.**

SUB: CONTRACT FOR HIRING OF AN AC AMBULACE AND A DIESEL CAR (5 Seats).

Ref: Tender Ref. No. HR/2023/003

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for **CONTRACT FOR HIRING OF AN AC AMBULACE AND A DIESEL CAR (5 Seats at HOCL, Ambalamugal. We further affirm that we have understood all the terms of above tender in HOCL including the wages payable to the workers there.** We also understand that the workers engaged in the work are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the workers based on the above settlement. We are confident that all the above requirements can be met with the rates quoted by us and our rates are workable. In case the work is awarded to us at the rates quoted by us, we undertake to satisfactorily execute and complete the work for the entire period of contract.

Thanking you,

Yours faithfully,

For

Sd/-

(Name)

Place:

Date:

(Seal)

.....

Declaration on Code of Integrity for Public Procurement (COIPP)

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

- i. **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii. **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act,2002, between two or more bidders, with or without the knowledge of HOCL that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv. **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from HOCL with an intent to gain unfair advantage in the procurement process or for personal gain;

and

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

I, further declare that:

- i. I shall be obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract and failure to do so would amount to violation of this code of integrity;

and

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

Yours faithfully,

Signature and Stamp of bidder :

Name of the Bidder :

Place :

Date :