

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-09-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-09-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Chemicals And Petrochemicals
संगठन का नाम/Organisation Name	Hindustan Organic Chemicals Limited
कार्यालय का नाम/Office Name	Ambalamugal,ernakulam
वस्तु श्रेणी /Item Category	Custom Bid for Services - HIRING OF TEMPO
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>Goods Transport Service – Per KM Based Service</li> </ul>
अनुबंध अवधि /Contract Period	2 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes   Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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#### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting

documents to prove his eligibility for exemption.

2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

5. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Details of quoted rate-split ups - [1756895441.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1756895452.pdf](#)

**Payment Terms:**[1756895459.pdf](#)

**GEM Availability Report ( GAR):**[1756895466.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1756895472.pdf](#)

**Custom Bid For Services - HIRING OF TEMPO ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HIRING OF TEMPO
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

## अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	VISHNU SURENDRAN	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	N/A

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

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Generic

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

#### 3. Generic

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.

#### 4. 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.

## 5. 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.

## 6. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **Eligibility criteria for participating in the bid**

1. The contractor must have an office within 20 Kms from HOCL, Ambalamugal and having contact phone number and email id.
2. The transporter shall own at least one 1 MT capacity (Approx.) tempo of date of manufacture not before 01.10.2015
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 13.20 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.3.30 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. 1.65 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.

## 8. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws /**

**acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**



हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड  
HINDUSTAN ORGANIC CHEMICALS LTD  
(A Government of India Enterprise)  
AMBALAMUGAL, COCHIN – 682 032  
Phone: (0484) 2720911

**E- TENDER NOTICE**

MAT/PUR/10985/25

02.09.2025

Dear Sir,

We are interested in appointing competent transport contractors meeting the eligibility criteria for **hiring of tempo** for two year. If you are meeting the eligibility criteria and interested in carrying out the above job, you may please submit your offers as per the details.

Tender documents are uploaded in HOCL website [www.hoclindia.com](http://www.hoclindia.com) and CPPP Portal.

**DESCRIPTION OF THE WORK :** Hiring of tempo.

You may submit your offer in two bid system online before the due date and time specified.

Thanking you,

Yours faithfully,

For HINDUSTAN ORGANIC CHEMICALS LTD.

सादरRegards,

बी.बालचंद्रन B. Balachandran

मुख्यमहाप्रबंधक ( )सामग्री / एमएसएस / मानवसंसाधन CGM (Materials / MSS / HR)

हिंदुस्तानऑर्गेनिककेमिकल्सलिमिटेड

HINDUSTAN ORGANIC CHEMICALS LIMITED



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**ANNEXURE- I****GENERAL INSTRUCTIONS TO BIDDERS FOR E BID SUBMISSION**

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

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

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**ANNEXURE - II**

**Eligibility criteria for participating in the bid**

1. The contractor must have an office within 20 Kms from HOCL, Ambalamugal and having contact phone number and email id.
2. The transporter shall own at least one 1 MT capacity (Approx.) tempo of date of manufacture not before 01.10.2015
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 13.20 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.3.30 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. 1.65 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.

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**ANNEXURE-III****TERMS & CONDITIONS**

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

(The words “HOCL” and “Company”, wherever it appears in this document shall mean “the officer of Hindustan Organic Chemicals Limited” duly authorized by the General Manager of the Company)

**1. SCOPE OF THE WORK:**

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.

Sl.No	Description of Work / Item(s)	Rate/Unit in Rupees(inclusive of GST and all other applicable charges)
1	Tempo hiring charge on a daily basis between 9 am and 6 pm period. (Trips in and around Ernakulam)	...../Day
2	Rate for running beyond 6 pm on per hour basis.	...../Hour
3	Rate on per KM basis without any time limitation when TEMPO has to go to places greater than 50 KM from the factory but situated in other districts.	...../KM

The transport contractor will have to place a dedicated tempo for two to six days a week as and when required by us. HOCL shall pay the agreed hire charges

**2. VALIDITY OF OFFER:**

Offer shall be valid for a minimum period of **60 days** from the last date of submission stipulated for the tender.

**3. VOLUME OF WORK:-**

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

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

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

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

**4. PERIOD OF THE CONTRACT:**

The period of the contract will be for two years from WO date. However, this will be extended for further period up to one year on the basis of the performance in the two year period at the same rates, terms and conditions, subject to the consent of party and approval of HOCL authorities

**5. PRICE:-**

The rate quoted should be firm (without any escalation) including batha, wages, fuel toll, GST and other applicable charges..etc for a period of 2 year/extended period from the date of issue of Work order for transportation.

**6. SUBMISSION OF BIDS:**

Bids shall be uploaded as per the instructions given in Annexure I

**7. EARNEST MONEY DEPOSIT (EMD):-**

**No EMD for this tender.**

**8. SECURITY DEPOSIT:**

Total security deposit shall be **5%** of the actual value of work and the successful bidder must remit the same amount in HOCL account within 21 days from the placement of work order.

PSUs are exempted from payment of Security Deposit.

SD may be submitted in the form of Bank transfer/RTGS through our banker **M/s.SBI ,CBD Belapur Branch , A/C No. 37881840330 , IFS Code:SBIN0013551.**

**9. PRODUCT INSURANCE:**

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

**10. PUBLIC LIABILITY INSURANCE:**

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

**11. PLACEMENT OF TEMPO:**

- i) Roadworthy tempo shall be placed in sufficient numbers as required by HOCL.
- ii) The materials shall be uplifted from HOCL stores and to HOCL Stores as and when required by HOCL and allowed.
- iii) The crew deployed in the tempo shall be conversant with the product and shall be trained and licensed as per relevant acts.
- iv) The tempo engaged shall be fit for carrying the products.

**12. DAMAGES TO HOCL's PROPERTY / EMPLOYEE:**

- a) The Transporter shall remain at all times liable to HOCL for any loss or damage caused to any building, plant, machinery or the property of HOCL due to careless, negligent,

inexperienced act or default of the Transporter(s), his/their agents, representative or employees.

- b) HOCL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Carrier's the cost of repairs or the amount of loss or damages.
- c) The Transporter shall be liable for any loss, any injury to HOCL's employee/agents due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representatives or employees.

**13. PAYMENT:**

- i) The rates shall be inclusive of wages to driver, batha, fuel, tolls 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.
- ii) 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 will be duly certified by the authorized Officer of HOCL. Payment will be made within 15 days from the date of receipt of the Bills.
- iii) Loading and unloading charges if any shall be paid by HOCL.

**14. FORFEITURE OF SECURITY DEPOSIT:**

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

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

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

**15. SUB-CONTRACTING OR ASSIGNING THE CONTRACT:**

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

**16. DISPUTES:**

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

**17. EMPLOYEES OF THE CONTRACTOR:**

The contractor may employ such employees as he may think fit and they shall be the employees of the contractor for all purposes whatsoever and shall not be deemed to be in the employment of the company for any purpose whatsoever, such employees stationed at HOCL, by the contractor shall be competent enough to take decisions instead of referring to the contractor and waiting for their decisions. Those employees shall always be bound by the direction of the company. The employees deployed for executing the works should be covered under all relevant labour laws including ESI, PF..etc and documentary evidence for the same should be produced whenever asked for by the company.

**18. COMPENSATION UNDER EMPLOYEE'S COMPENSATION ACT:**

- A. The contractor shall be responsible for and shall pay compensation to his employee which may be under the employee's Act of 1923 (VIII of 1923) (hereinafter called the said Act) for any injuries suffered by them. If such compensation is paid by the company as principal under sub-section (i) of Section 12 of the said Act on behalf of the contractor under Sub-Section (2) of the said section, such compensation shall be recovered in the manner laid down in Clause as above. If the amount of compensation paid by the company as aforesaid exceeds the amount of security deposit made hereunder or any other amount due to the contractor such excess amount shall be paid by the contractor to the company.
- B. If under any circumstances whatsoever the company is held liable or responsible in any manner whatsoever for the default or omission on the part of the contractor in any matter whatsoever the company on demand shall be reimbursed by the contractor of all expenses or cost incurred by the company.
- C. The contractor shall on instructions from the officer of the company immediately remove from their operation under this contract any person employed thereon who may misbehave or cause any nuisance or be otherwise in the opinion of the company not a fit person to be retained on the operation and such person shall not be again employed or allowed on the operation without the prior written permission of the officer of the company.

**19. THE CONTRACTOR'S RESPONSIBILITY FOR ACCIDENTS:**

The contractor shall be absolutely and solely responsible for accidents and injuries whether fatal or otherwise, damages or losses occurring to any person, property or thing resulting from or in the opinion of HOCL be traceable to the operation of the contractor or his sub-contractors, agents or employees in the execution of the work or otherwise to any of the obligation in the tender documents. The responsibility of the contractor as above described shall extend to all cases of accidents, injuries and damages and losses which may occur to any person, property or thing included.

In the event of vehicle containing product meets with an accident en-route to the destination, the transporter shall immediately inform the Company and the statutory authorities like Police, Fire and rescue service, etc.

The transporter shall ensure security of the items in the vehicles at the accident sites until rescue arrives.

**20. DETENTION CHARGES:**

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

**21. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

a).The contractor shall report to HOCL any accident/damage to the goods and vehicle immediately.

b).The contractor shall be solely responsible for any loss caused to HOCL due to contamination or shortages of products, malpractices or negligence committed by the vehicle crew and the same will have to be made good along with the penalties as deem fit by HOCL, by the contractor. Any decision of the company about contamination/ shortages of products negligence or malpractices of the crew is final and binding on the contractor.

**22. THE COMPANY RESERVES THE RIGHT:**

a). Of appointing any other contractor or agency to get the work done if the contractor fails at any time to render all or any of the services under the contract to the complete satisfaction of the officer of the company at the contractor's Risk and Cost and recover such losses from the contractor that the company may suffer due to negligence of the contractor.

b). Of appointing any other contractor for the services referred to in the contract to meet emergencies, if the officer of the company (whose decision shall be final) is satisfied that the contractor is not in a position to render all the specified services during such emergency.

c). Of terminating the work or period of contract forthwith without notice or/and without assigning reasons.

d). The Company reserves the right to accept or reject any or all offers without assigning any reasons thereof.

**23. SIGNING AND SEALING ON ALL PAGES OF BID:**

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

**24. ARBITRATION OF DISPUTES:**

All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitrators. The award of Arbitration shall



be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

**25. JURISDICTION:**

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

**26. INDEMNITY:**

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

**27. GENERAL POINTS:**

- a) Tenderer shall submit Price Bids only through e-bidding and no physical documents shall be submitted.
- b) The employees deployed for executing the works should have valid driving license and 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.
- c) The vehicles in the tender should have all valid documents such as registration

certificates, fitness certificate, PUC certificate, Insurance & road permit to operate supplies within state.

- d) The documents of the vehicles offered shall be liable for verifications. If forged documents are submitted or any information is found to be incorrect, the bid shall be rejected and if the contract is awarded and detected subsequent to award of contract, the contract shall be liable to be terminated and HOCL shall be entitled to recover such damages / losses / claims / etc. as the HOCL may deem fit.
- e) Transporter shall ensure that, it does not exceed the speed limits prescribed by the concerned authorities.
- f) HOCL reserves the right to seek any other documents related to vehicles and transportation.
- g) The contract is subject to compliance of MV Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notifications / amendments etc., by the tenderer.
- h) On frequent shortage complaints, HOCL is free to take appropriate action including suspension of the transporter for any period / termination of the contract etc. as HOCL may deem fit.
- i) HOCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also HOCL reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in HOCL, the opinion/decision of HOCL regarding the same being final and conclusive.
- j) HOCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.
- k) Successful tenderer must submit the copies of Registration Certificate, road permits, certificate of Fitness, PUC certificate, Insurance Certificate etc., and security deposit to HOCL.
- l) Bidding is done through GeM portal only, no physical document with respect to Bids should be submitted.
- m) The Transporter shall ensure that vehicles in the contract are always maintained in sound mechanical conditions and shall have all fittings as per the standards laid down by the Company from time to time.
- n) The Company shall have the right to ask for any additional fittings / equipment in the vehicles as per requirement.
- o) The Transporter shall comply with all statutory provisions relating to his trade / business /profession including his own employees or employees engaged by the Carrier and HOCL shall not be responsible for his omission or commission.
- p) Transporter shall ensure compliance to various statutory rules and regulations, including provisions of Motor Vehicle Acts/Motor Vehicle Rules/The Carriage by Road Act in force at all times during the period of agreement

- q) Tenderers are requested to study the tender documents/Annexure carefully and understand the requirement, conditions etc. before quoting. Offers should be strictly in accordance with the tender terms and conditions.
- r) Online submission of tender document is a confirmation that the tenderers have fully read and understood the terms and conditions of this tender and have accepted the same in total.

**28. STATUTORY PROVISIONS, SAFETY, COMPANY RULES**

- a) The Transporter shall conform to the statutory regulations like, “Motor Vehicle Act” & PUC norms etc. as applicable from time to time. In the event of the contracted vehicle is found not meeting these provisions, the company shall be free to initiate appropriate action as deemed fit.
- b) The Transporter shall ensure valid comprehensive insurance cover for the vehicle & its crew at all time during the tenure of the contract.
- c) The Transporter shall be responsible for providing Safety helmets/ safety shoes for crew members as specified by HOCL at their own cost.

**29. 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 IX 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-IV****SAFETY CONDITIONS**

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

This safety agreement forms a part of Tender MAT/PUR/10985/25.

We, agree to accept / implement the following:

- 1) Drivers with valid driving license and in sound health conditions will be deployed.
- 2) The driver employed will be able to read, understand English and any one official Indian Language.
- 3) All vehicles will be equipped with necessary first-aid, safety equipment, spark arrestors at the exhaust, fire extinguishers etc. as necessary to contain any accident.
- 4) The vehicle will be in good working condition with special reference to the following:-
  - a) Good quality painting and metal work
  - b) Tyres and stepney condition.
  - e) Wiper, head lights, signal lights, bumper, mud guards etc.
- 5) All vehicles will possess a valid R.T.O. Fitness Certificate.
- 6) Public Liability Insurance as per the Act shall be taken.
- 7) The driver of the truck shall have adequate knowledge in handling emergency situation during transit and will undergo periodic training conducted by HOC.
- 8) Transporter should have sufficient resources and contacts to meet any road accident emergencies.
- 9) We shall strictly abide and obey all relevant points in Central Motor Vehicles Rules 1989 (Rule 129 to 137).
- 10) No truck carrying HOC products will be parked on a public place like schools, hospitals or in any congested area or at a place within 9 metres of any source of fire or near source of water.
- 11) Tempo drivers will strictly follow all safety rules and regulations inside HOC premises with respect to speed limit, overtaking, parking of vehicles, no smoking etc.
- 12) All vehicles will be subjected to security checks at various locations inside HOC premises and drivers shall be instructed to co-operate with security staff.
- 13) No driver or cleaner will be permitted inside HOC premises without proper identification and proper authority letters signed by our Manager shall be given to the crew.
- 14) Driver shall not roam around factory premises leaving the vehicle unattended.
- 15) Driver will follow all relevant safety instructions when they are within HOC premises and during loading or unloading operation.
- 16) We agree that HOC has got full right to refuse using of vehicle if they find the vehicle unsuitable for transporting materials.
- 17) The crew shall not carry unauthorized passengers and also food stuffs/vegetables in the same carrying HOC products.
- 18) Truck driver will be instructed to drive the vehicles slowly and maintain speed limits and avoid overtaking on National Highways.
- 19) As soon as a road accident occurs to the vehicles, the driver will report the incident to the nearest police station and HOCL/ Concerned officer.
- 20) We shall ensure that drivers are not over worked/over exerted and sufficient sleep and rest shall be given to driver.
- 21) Alcoholism among drivers shall be checked by us.

- 22) We will ensure that the driver receives adequate instruction and training to enable him to understand the nature of the damages to which the chemical being transported might give rise and the emergency action he should take and his duties under the regulations.
- 23) All tanker Lorries shall have a master switch to cut off the entire electrical circuit when not in use. Master switch will be switched off during loading/unloading.
- 24) Pilferage, malpractices, adulteration, tampering of seals etc during transportation will be totally avoided and ensured by us.
- 25) We shall employ only driver with sound health who takes moral responsibilities and uses quick judgment and presence of mind during emergencies.
- 26) Driver of the truck transporting goods will observe at all times all the precautions necessary, for preventing fire, explosion while the truck is in motion and when it is not being driven, he will ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk and is at all times under the control and supervision of himself or some other competent person above the age of 18 years.
- 27) We will ensure that the driver is fully aware of the relevant information about the goods being transported and satisfy himself that such driver has sufficient understanding of the nature of goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- 28) The vehicle will not be loaded or unloaded except in a place approved for the purpose.
- 29) The contractor will contact HOC Safety Department officials for any further clarification pertaining to safety, health and environment for products handled by him.

Accepted the above

**Signature of the transport contractor:**

**Name and Seal:**

**Date :**

**Place :**

<b><u>ANNEXURE V-A</u></b>		
<b><u>COMMERCIAL TERM FORMAT</u></b>		
<b>(Please fill up the details mentioned below in your letter head and upload along with your bid)</b>		
ALL THE DETAILS ASKED BELOW MAY BE FURNISHED ON YOUR LETTER HEAD. SEPARATE SHEETS MAY BE ATTACHED WHEREVER SPACE IS FOUND TO BE INSUFFICIENT. NOT FURNISHING COMPLETE INFORMATION WILL LEAD TO REJECTION OF APPLICATION.		
I. RATE QUOTED SHOULD BE INCLUSIVE OF GST AND ALL OTHER APPLICABLE CHARGES. (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)		
<b>Sl.No</b>	<b>DETAILS REQUIRED</b>	
1	<b>Name and Address of Organization</b>	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	Certificates provided along with supply, if any	
8	No. of Tempo for similar product (enclose RC book copy and related)	
9	Category of the tempo as per " <b>BHARATH STAGE EMISSION</b> " norms	
10	Validity of offer	
11	Deviation in specification/ terms and conditions if any	
	Please confirm if your firm is blacklisted by any PSU :	
<u>Signature and Stamp</u>		

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

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

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 confirm 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

**ANNEXURE–A****ESI, PF, LABOUR LAW ETC.–REQUIREMENTS****1. ESI As per the ESI Act 1948**

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

**2. Safety Regulations and General Conditions of Contract**

The Contractor should be strictly abide all the safety regulation of HOC specified in GCC. Contractor should obtain necessary safety work permit from authorized 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 claimsaforesaidandyoushallnotunderanycircumstancesraiseanydisputewithregardtothe 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, handwash at the entrance, maintain physical distancing as far as possible.

You shall strictly in struct 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 carry out any job, which may please be noted.

#### **5. Labour Laws & Provident Fund**

You are requested to possess:

1. A License from the Labour Dept. under Contract Labour (Regulation and Abolition) Act 1970.
2. A separate PF Code under the Employee PF Act–1952 and also furnish details of PF Contribution payment made with the Regional PF Commissioner.

#### **6. Guidelines to Contractors/Suppliers for Environmental Protection**

- Contractors/suppliers shall ensure that impact due to the environmental aspects of goods and services is minimum.
- Effluent generated during the activity is to be routed to effluent treatment plant as per the instructions given by the Engineer-in-Charge.
- Hazardous waste generated during the activity is to be disposed in accordance with Hazardous Waste (Management & Handling) Rules as per the instructions given by the Engineer-in-Charge.
- All other solid wastes are to be disposed as per the instructions given by the Engineer-in-Charge.
- Avoid leaks and spills to minimise the impact on environment. In the case of any leaks/spills immediately inform Engineer-in-Charge to take appropriate corrective action.
- If the item handled falls under hazardous category, please ensure that:
  - a. Product literature including MSDS/TREM Card etc. accompany the consignment.
  - b. Packing and labeling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.

#### **7. B. Confined Space Entry**

If entry into a confined space (like inside entry to columns, heat exchanger shells, vessels, filters, spheres, bullets, boilers etc.) is a part of the work, contractor should register the name and other details in the register kept for the purpose each time. All safety regulation has to be adhered and permit to be obtained before entering into a confined space. Also after coming out from the confined

space, the worker/supervisor has to report to the Engineer-in-Charge each time without fail. Any deviation in this register will not be permitted in any case.

**ANNEXURE-B****LABOUR LAWS–CHECKLIST****1. Contract Labour (Regulation & Abolition) Act–1970**

Contractor should possess Labor License if he engages more than 19 workers at a time for a particular job.

**2. ESI Act 1948**

A worker whose wages (excluding Overtime Wage) does not exceed 21,000.00/- 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–2Nos.
- c. For those workers whose wages is claimed to be more than `21,000/-per month should produce the following documents:
  1. An undertaking from his employer that his wage is more than `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 concerned worker has to file nomination form.
- b. If already covered under the Act and Scheme, the related document to be submitted.

**4. Inter state 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 inter-state 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 other 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 thereof state "NIL")

**In the case of a Partnership Firm:**

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

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

**In the case of Company:**

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

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

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