

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	21-04-2025 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	21-04-2025 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Chemicals And Fertilizers
<b>Department Name/विभाग का नाम</b>	Department Of Chemicals And Petrochemicals
<b>Organisation Name/संगठन का नाम</b>	Hindustan Organic Chemicals Limited
<b>Office Name/कार्यालय का नाम</b>	Ambalamugal,ernakulam
<b>क्रेता ईमेल/Buyer Email</b>	ph.zubair@hocl.gov.in
<b>Item Category/मद केटगरी</b>	Custom Bid for Services - TENDER FOR CHECKING OF HAZARDOUS VEHICLES WRT FINISHED PRODUCTS AND RAW MATERIALS
<b>Similar Category/समान श्रेणी</b>	<ul style="list-style-type: none"> <li>Hiring of Third-Party Inspection Agency</li> </ul>
<b>Contract Period/अनुबंध अवधि</b>	2 Year(s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	28800

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

ERNAKULAM

Ambalamugal,ernakulam, Department of Chemicals and Petrochemicals, Hindustan Organic Chemicals Limited, Ministry of Chemicals and Fertilizers  
(Hindustan Organic Chemicals Limited)

#### MII Compliance/एमआईआई अनुपालन

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.

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

BOQ FOR TENDER FOR CHECKING OF HAZARDOUS VEHICLES WRT FINISHED PRODUCTS AND RAW MATERIALS - [1744023518.xlsx](#)

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

**GEM Availability Report ( GAR):**[1744023799.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1744023871.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1744023888.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1744025268.pdf](#)

**Scope of Work:**[1744025278.pdf](#)

**Payment Terms:**[1744025289.pdf](#)

**Custom Bid For Services - TENDER FOR CHECKING OF HAZARDOUS VEHICLES WRT**

## FINISHED PRODUCTS AND RAW MATERIALS ( 1 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	TENDER FOR CHECKING OF HAZARDOUS VEHICLES WRT FINISHED PRODUCTS AND RAW MATERIALS
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	P H Zubair	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	1	N/A

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

#### 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

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 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 100% of total value.

#### 5. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 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. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

HINDUSTAN ORGANIC CHEMICALS LIMITED  
payable at  
Ernakulam

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **PRE-QUALIFICATION CRITERIA (TO BE INCLUDED IN THE TECHNICAL BID)**

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**The Tenderer shall submit the following in the Technical bid (Un-priced Bid) without which the tender will be rejected.**

1. **Complete set of Tender documents marked “(ORIGINAL)” duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender document.**
2. Experience of having successfully completed similar works during the last 3 year

s ending last day of month previous to the one in which applications are invited.

3. Those who are having chemical handling experience especially in Phenol/Cumen e/Acetone/Hydrogen Peroxide may attach their experience certificate.
4. GCC duly filled in the relevant portions, signed and stamped all the pages by the tenderer (The tenderers have to download the GCC (General Conditions of Contract ) from our web site [www.hoclkochi.com](http://www.hoclkochi.com) and the same has to be returned along with the technical bid duly signed and stamped in all pages.
5. **Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (Deviation Statement)**
6. In the case of MSME, necessary certificate (self-attested) shall be submitted.
7. Any other technical information the Tenderer likes to furnish.
8. Tender should accompany the details asked in Annexure A, B, C, D, E, H, Q, R and W.

9. **Buyer Added Bid Specific ATC**

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

## **Disclaimer/अस्वीकरण**

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.

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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

in accordance with the laws./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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**



**HINDUSTAN ORGANIC CHEMICALS LIMITED**  
(A Government of India Enterprise)  
AMBALAMUGAL, Ernakulam District, PIN: 682 032.  
Phone: (0484) 2727235, 2727218

Name of Work: **TENDER FOR CHECKING OF HAZARDOUS VEHICLES W.R.T FINISHED PRODUCTS AND RAW MATERIALS**  
Tender Ref. No: **MRKT/FPS/INSPECTION/25-27**

**GENERAL TERMS AND CONDITIONS OF THE TENDER**

**PRE-QUALIFICATION CRITERIA (TO BE INCLUDED IN THE TECHNICAL BID)**

**The Tenderer shall submit the following in the Technical bid (Un-priced Bid) without which the tender will be rejected.**

1. Complete set of Tender documents marked “(ORIGINAL)” duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender document.
2. Experience of having successfully completed similar works during the last 3 years ending last day of month previous to the one in which applications are invited.
3. Those who are having chemical handling experience especially in Phenol/Cumene/Acetone/Hydrogen Peroxide may attach their experience certificate.
4. GCC duly filled in the relevant portions, signed and stamped all the pages by the tenderer (The tenderers have to download the GCC (General Conditions of Contract) from our web site [www.hoclkochi.com](http://www.hoclkochi.com) and the same has to be returned along with the technical bid duly signed and stamped in all pages.
5. **Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (Deviation Statement)**
6. In the case of MSME, necessary certificate (self-attested) shall be submitted.
7. Any other technical information the Tenderer likes to furnish.
8. Tender should accompany the details asked in Annexure A, B, C, D, E, H, Q, R and W.

**EARNEST MONEY DEPOSIT**

EMD of Rs. **28,800/-** shall be paid through demand draft Bankers Cheque/thro' NEFT favouring Hindustan Organic Chemicals Ltd payable at Ernakulam/Kochi. Details of DD should be indicated in your technical offer. In the absence of EMD with Techno Commercial bid, the Price Bid submitted is liable to be rejected.

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

- a) After opening of the tender, the tenderer revokes his tender within the stipulated period/ validity period or increase his earlier quoted rates.
- b) If the Tenderer does not commence the work after awarding the contract.
- c) The Tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- d) The successful tenderer fails to furnish the required performance security within the specified period.
- e) EMD of the successful tenderer will be adjusted against the Security Deposit as per request.
- f) No interest on EMD will be paid.

Signed and stamped “Bid Security Declaration” shall be submitted as Annexure ‘H’ along with the technical bid which is enclosed.

## **BANK DETAILS**

**Name** : HINDUSTAN ORGANIC CHEMICALS LIMITED  
**Account Number** : 37881840330  
**IFSC** : SBIN0013551

Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.

## **GOODS AND SERVICE TAX(GST)**

Goods and Service Tax (GST), applicable shall be paid extra, to those who have GSTIN registration, unless otherwise specified elsewhere.

## **OFFICER IN CHARGE**

Mathew Thomas  
Officer , Marketing Dept.

## **SECURITY DEPOSIT**

- Security deposit shall be 5% of total contract value.
- Security deposit shall be recovered through deductions at the rate of 5% (Five percent) of the value of each running account bill till the total security deposit amount is collected, after which no further deductions shall be made on this account. In case of only one bill, 5% (five percent) shall be deducted from the bill. Security Deposit shall be refunded to the contractor after the completion of contract in all respects/along with final bill but not later than 60 days of completion of all such obligations under the contract.

## **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.

## **DEFECT LIABILITY PERIOD**

As per GCC.

## **TIME OF COMPLETION**

Time of completion shall be **Two** year with effect from date of issue of work order and further extendable up to 1 year, subject to satisfactory completion of 2 year contract.

## **PERIOD OF CONTRACT**

Period of contract shall be **Two** year with effect from date of issue of work order and further extendable up to 1 year, subject to satisfactory completion of 2 year contract

## **PAYMENT TERMS**

Payment will be made on a monthly basis, one week after the submission of valid bill/final bill, shall be certified by the Officer-in-Charge after deducting the Security Deposit and Liquidated Damage as applicable.

## **RATE**

Rates quoted shall be inclusive of all taxes, duties, octroi and other levies etc. GST, in case applicable, shall be paid extra for which the bidder should have GST registration with Central Excise Department.

## **PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)**

The performance security shall be 5% of the total value of the contract. It shall be furnished within 21 days after notification of award of work and shall be released after the defect liability period.

The above may be furnished in the form of account payee Demand Draft/Bank Guarantee issued from any commercial bank in India/on online payment in an acceptable form.

## **VALIDITY OF OFFER**

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

## **SCOPE OF SUPPLY**

All tools and materials required for carrying out work shall be arranged by HOCL

## **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.

## **OTHER TERMS AND CONDITIONS**

### **GENERAL CONDITIONS OF CONTRACT (GCC) OF HOCL**

All other Terms and Conditions will be as per our General Conditions of Contract, as published in our website and special condition of contract. The GCC and Special conditions of contract can also be referred in our office during office hours in all working days.

### **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. Vendor not agreeing with the general conditions of the tender.
- d. Not enclosing any particular documents asked for.
- e. Any other valid reasons.

## **SIGNING AND 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.

## **ESI, PF, LABOUR LAW, SHE (SAFETY, HEALTH & ENVIRONMENT) ETC. – REQUIREMENTS**

Refer Annexure A, B, C and D attached.

## **SCOPE OF WORK**

1. Comprehensive inspection of the vehicle and its roadworthiness for the transport of finished products, byproducts, raw materials and fuel
2. Ensure accurate weighment of both tankers loaded with finished products, byproducts, raw materials and fuel, as well as trucks with empty or filled drums and carboys.
3. Shall ensure proper bolting, check valve conditions, leakages, spark arrestor, tyre fitness etc. of the transport vehicle
4. Shall ensure the compartments of the vehicle are material/impurity free before dispatching for loading of the finished products
5. Shall ensure sealing of the valves, compartment lids of the finished product vehicles after inspecting for leaks
6. Shall intimate and coordinate with Marketing/FPS department to ensure rejecting vehicle that does not meet the standards for loading/unloading of finished products/raw materials/fuel.
7. Shall ensure proper weighment of the vehicle by eliminating extraneous items from drivers cabin, tool box etc. that might influence weighment.
8. Shall guide and instruct the drivers of the loading/unloading vehicle regarding movement of vehicle when in weighbridge, locations to report at for loading/unloading the material etc
9. Shall ensure the proper parking of finished product/raw material vehicles near weighbridge and shall ensure not to cause obstruction in roads for other vehicles
10. Shall ensure proper PPEs are in place for the drivers
11. Shall ensure stickers are in place on the finished product vehicle corresponding to the hazardous material loaded
12. Shall be available outside the normal working days/hours to ensure smooth operations of sales of finished products/raw materials if required
13. Shall be available on-call in case of offsite emergencies/accidents of finished product vehicle/raw materials and shall coordinate with the Emergency Task Force in effectively managing the site to minimize the hazards
14. Shall ensure the emergency kit along with the pump set used for emergencies are in proper working conditions and shall assist in the regular emergency kit inspections

## OTHER TERMS AND CONDITIONS

1. The contractor shall ensure one experienced personnel is available during normal working hours from 8 am to 4 pm and shall be available outside the normal working hours if required to ensure smooth operation of sales or in case of offsite emergencies.
2. Safety Helmets, Safety shoes, safety goggles, safety belts and other PPE etc. for the personnel employed for the work are to be arranged by the contractor
3. The rate shall be valid for three years .
4. Period of contract shall be **Two** year with effect from date of issue of work order and further extendable up to 1 year on the same rate, terms and conditions, subject to satisfactory completion of 2 year contract.
5. Contractor shall get prior permission from the Officer in charge for bringing any accessories for work to HOC and returning the material from HOC after completion of work.
6. The Contractor should follow all clause in Annexures - A, B & C like ESI, Safety Regulations and General Conditions of Contract, Workmen Compensation, Personal Protective Equipment (PPE), Labour Laws, PF, Guidelines to contractors / suppliers for environmental protection & Confined Space Entry.
7. As a measure to contain the spread of COVID-19 or any communicable disease, the following PPE are essentially provided to the personnel
  1. Face Mask
  2. Face Shield
  3. Glovesand shall follow the directives stipulated by the management from time to time.
8. **Before quoting for the work, the interested tenderer may visit the site and understand the scope of work. Any clarification in this regard shall be given by the Officer in Charge.**
9. The Contractor shall strictly instruct the personnel to maintain workplace safety and cleanliness

**PREFERENCE MAY BE GIVEN TO LOCALLY AVAILABLE BIDDERS (WITHIN ERNAKULAM DISTRICT)**



**Name of Work: TENDER FOR CHECKING OF HAZARDOUS VEHICLES W.R.T FINISHED PRODUCTS AND RAW MATERIALS**  
**Tender Ref. No: MRKT/FPS/INSPECTION/25-27**

**COMPLIANCE / NO-DEVIATION STATEMENT**

Tender ID:

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place:

SEAL

Date:

*This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the Technical Bid*

**Name of Work: TENDER FOR CHECKING OF HAZARDOUS VEHICLES W.R.T FINISHED PRODUCTS AND RAW MATERIALS**  
**Tender Ref. No: MRKT/FPS/INSPECTION/25-27**

**CHECK LIST**

**PRO-FORMA-TECHNICAL BID**

1. Documents substantiating prequalification criteria submitted **(YES/NO)**.
2. General Terms and Conditions, Scope of Work (complete set of Tender Documents) to be signed and stamped on all pages, scanned and uploaded **(YES/NO)**.
3. Proforma of Declaration of Black Listing/ Holiday Listing **(Annexure D)** - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
4. Bidder Information **(Annexure - E)** - put  $\sqrt{\quad}$  mark in front of your confirmation, signed and stamped, scanned and uploaded **(YES/NO)**.
5. Bid security Declaration **(Annexure H)** - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
6. Bank Guarantee (for EMD/Security deposit) **(Annexure Q)** - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
7. Declaration of compliance of order **(Annexure R)** - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
8. Form of declaration along with submission of tender **(Annexure W)** - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
9. **Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (Deviation Statement)**

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place:

Date:

*This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the Technical Bid*

## **ANNEXURE – A**

### **ESI, PF, LABOUR LAW ETC. – REQUIREMENTS**

#### **1. ESI As per the ESI Act 1948**

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

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

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

#### **3. Workmen Compensation**

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

#### **4. Personal Protective Equipments (PPE)**

You are requested to use personal protective equipment such as

1. Safety Helmet
2. Safety belts
3. Welder's Personal Protective equipment like goggles, gloves, shoes and face shield

As a measure to contain the spread of COVID-19, the following PPEs are essentially required to be provide to your workers:

1. Face Mask
2. Face Shield
3. Gloves

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

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

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

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

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

You are requested to possess:

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

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

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

**7. B. Confined Space Entry**

If entry into a confined space (like inside entry to columns, heat exchanger shells, vessels, filters, spheres, bullets, boilers etc.) is a part of the work, contractor should register the name and other details in the register kept for the purpose each time. All safety regulation has to be adhered and permit to be obtained before entering into a confined space. Also after coming out from the confined space, the worker/supervisor has to report to the Engineer-in-Charge each time without fail. Any deviation in this register will not be permitted in any case.

## **ANNEXURE - B**

### **LABOUR LAWS – CHECK LIST**

#### **1. Contract Labour (Regulation & Abolition) Act – 1970**

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

#### **2. ESI Act 1948**

A worker whose wages (excluding Overtime Wage) does not exceed `15,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises / Township only after completing the following procedures:

- a. Those labourers already registered under ESI should submit their ESI card along with a copy.
- b. For new cases, the following documents are to be produced for registering under the Act:
  1. Registration form duly filled in by the worker concerned.
  2. Proof of identity – Address and Age (SSLC / Birth Certificate / Driving License / Passport, etc.)
  3. Family photograph – 2 Nos.
- c. For those workers whose wages is claimed to be more than `15,000/- per month should produce the following documents:
  1. An undertaking from his employer that his wage is more than `15,000/- per month and he is not required to be covered under ESI Act is to be submitted.
  2. A copy of the Personal Accident Policy showing that the worker is covered under the policy.

#### **3. The EPF & MP Act – 1952**

- a. The concerned worker has to file nomination form
- b. If already covered under the Act and Scheme, the related document to be submitted.

#### **4. Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979**

The contractor should possess License under this Act, if he engages 05 or more interstate migrant workmen on any day.

## **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

## अनुबंध “ क”

### इएसआई.पीएफ श्रम कानून आदि - अपेक्षाएं

#### 1.इएसआई अधिनियम 1948 के अनुसार इ एस आई

ठेकेदार काम के लिए तैनात अपने सभी कामगारों को इएसआई योजना के तहत नामित करेगा । इएसआई योजना के अधीन सभी कामगारों के लिए पंजीकरण का अनुपालन किया जाना है।।

#### 2.संविदा की सुरक्षा विनियम और सामान्य शर्तें

ठेकेदार संविदा के सामान्य शर्तों में निर्धारित एचओसी के सभी सुरक्षा विनियमों का संख्यती से पालन करेगा । ठेकेदार को प्रतिदिन प्रतिशिफ्ट में काम शुरू करने के पहले प्राधिकृत अधिकारी से आवश्यक सुरक्षा कार्य परमिट प्राप्त करना चाहिए ।

#### 3. कामगार क्षतिपूर्ति

कर्मचारी क्षतिपूर्ति अधिनियम 1923 के तहत क्षतिपूर्ति के लिए सभी दावों का वहन करना आपका दायित्व होगा । कार्य करने के लिए आपके द्वारा तैनात कामगार बीमारी,दुर्घटना,चोट या मृत्यु से पीडित होने में इ एस आई या अन्य किसी नियम के अधीन दायित्व आपका रहेगा । कर्मचारी राज्य बीमा अधिनियम 1948 का अनुपालन करना ठेकेदार का पूर्ण दायित्व होगा। आपके द्वारा लिए गए संविदा कार्य के निष्पादन के दौरान होनेवाले संपत्ति या व्यक्तियों के नुकसान हेतु दावे के लिए आप उत्तरदायी और ज़िम्मेदार रहेगा । आप एतद्वारा सहमत है कि आप कामगार क्षतिपूर्ति अधिनियम और उपर्युक्त अन्य सभी दावों के तहत एच ओ सी को पूर्ण रूप से मुक्त करेंगे और आप इस संबंध में किसी भी परिस्थिति में कोई तर्क नहीं उठाएगा ।

#### 4.निजी सुरक्षा उपकरणों (पी पी ई )

आप से अनुरोध है कि निम्नलिखित निजी सुरक्षा उपकरणों का उपयोग करें

- 1.सेफ्टी हेलमेट
- 2.सेफ्टी बेल्ट
- 3.वेलडरों की निजी सुरक्षा उपकरणों जैसे गोगलस ,ग्लौस ,शूप्स एण्ड फेस शील्ड
4. गोगलस और फेस शील्ड

यह ठेकेदार का मूल दायित्व है कि वे अपने सभी पर्यवेक्षकों/कामगारों को ऊपर कहे गए सभी सुरक्षा उपकरणों (पी पी ई ) प्रदान करें ।

यह भी कृपया नोट करें कि इन सुरक्षा उपकरणों के बिना ठेकेदार को कोई काम करने की अनुमति नहीं दी जाएगी ।

#### 5.श्रम कानून एवं भविष्य निधि

आपसे अनुरोध है कि आपके साथ -

- 1.श्रम विभाग से संविदा श्रम (विनियम एवं उन्मूलन ) अधिनियम 1970 के तहत एक लाइसेंस।
- 2.कर्मचारी भविष्यनिधि अधिनियम 1952 के अधीन एक अलग पी एफ कोड हो और क्षेत्रीय भविष्य निधि आयुक्त के साथ किए गए सीपीएफ अंशदान के भुगतान संबंधी विवरण भी प्रस्तुत करें ।



## **6 पर्यावरण संरक्षण के लिए ठेकेदारों/आपूर्तिकर्ताओं को दिशा – निर्देश :**

\* ठेकेदार/आपूर्तिकर्ता यह सुनिश्चित करें कि सामग्रियों और सेवाओं की वजह से पर्यावरण पहलुओं पर प्रभाव न्यूनतम हो ।

\* इस गतिविधि के दौरान सृजित एफ्लुवेन्ट को इंजीनियर प्रभावी द्वारा दिए गए अनुदेशों के अनुसार एफ्लुवेन्ट ट्रीटमेंट प्लांट से छोड़ दें।

\* इस गतिविधि के दौरान सृजित जोखिम अवशिष्ट निपटान को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार जोखिम अवशिष्ट (प्रबंधन एवं उपयोग) नियमानुसार करना है ।

\* अन्य सभी ठोस अवशिष्टों को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार निपटाना है ।

\* पर्यावरण पर प्रभाव कम करने के लिए लीक एवं स्पिल से बचे । यदि कोई लीक / स्पिल हो तो सुधार कार्य करने के लिए प्रभारी इंजीनियर को तत्काल सूचित करें ।

\* यदि उपयोगित मल जोखिम वर्ग में आता है तो यह सुनिश्चित करें कि :-

- क) एम एस डी एस / ट्रेम कार्ड आदि सहित उत्पाद संबंधी विवरण सामग्री के साथ होना चाहिए ।
- ख) जोखिम रसायन नियमावली के निर्माण, भंडार एवं निर्यात की अपेक्षा के अनुसार पैकिंग और लेबलिंग होना चाहिए ।

## **7. सीमित क्षेत्र प्रवेश**

यदि काम के संबंध में सीमित क्षेत्र (जैसे कॉलम्स, हीट एक्सचेंजर शेलस, वेसलस, फिल्टर्स, स्पीरियस, बुलेटस, बोइलर आदि ) में प्रवेश करना है तो ठेकेदार को इस उद्देश्य के लिए रखे गए रजिस्टर पर नाम और अन्य विवरण प्रत्येक समय दर्ज करना चाहिए । सीमित क्षेत्र में प्रवेश करने के पहले सभी सुरक्षा विनियमों का पालन करना है और परमिट प्राप्त करना है । सीमित क्षेत्र से बाहर आते समय कामगार/ पर्यवेक्षक को प्रत्येक समय प्रभारी इंजीनियर को अवश्य रिपोर्ट करना है । किसी भी मामले में इस रजिस्टर से किसी प्रकार की विचलन की अनुमति नहीं दी जाएगी ।

अनुबंध - 'ख'

विषय : श्रम कानून - जॉब सूची

**1.संविदा श्रम (विनियम और उन्मूलन ) अधिनियम -1970**

प्रत्येक काम के लिए एक ही समय 19 से अधिक मजदूरों को लगाते समय ठेकेदार को श्रम लाइसेंस प्राप्त करना चाहिए ।

**2.कर्मचारी राज्य बीमा अधिनियम 1948**

कामगार जिनका वेतन(समयोपरि भत्ता छोडकर) प्रतिमाह 15000/-से अधिक न हो, इस अधिनियम के तहत आता है । कृपया ध्यान दें कि निम्नलिखित कार्यकलाप पूरा करने के बाद ही फैक्टरी परिसर/टाऊनशिप में कामगारों को काम करने की अनुमति दिया जाएगा ।

क) इ एस आई के अधीन पहले ही पंजीकृत मजदूरों को इ एस आई कार्ड और उसकी एक प्रति प्रस्तुत करना चाहिए ।

ख) नए मामले में, इस अधिनियम के अधीन पंजीकृत करने के लिए निम्नलिखित दस्तावेजें प्रस्तुत करना चाहिए ।

1.संबंधित कामगार द्वारा यथाविधि भरे हुए पंजीकृत प्रपत्र ।

2.पहचान के लिए प्रमाण -पता एवं आयु (एस एस एल सी,जन्म प्रमाण पत्र ,ड्राइविंग लाइसेंस,पासपोर्ट आदि ।

3.परिवार के दो फोटो -

ग) ऐसे कामगार जिनका वेतन प्रतिमाह 15000/ से अधिक दावा दे रहे हैं, निम्नलिखित दस्तावेजें प्रस्तुत करनी चाहिए ।

1.उनके नियोक्ता से यह वचनबंध प्रस्तुत करना है कि प्रतिमाह उनका वेतन रु.15000/ से अधिक है और उन्हें इ एस आई अधिनियम के तहत शामिल करने की आवश्यकता नहीं है ।

2. निजी दुर्घटना पॉलसी की एक प्रति इसमें यह दर्शाता है कि कामगार इस पॉलिसी की सुरक्षा हैं ।

**3. इ पी एफ और एम पी अधिनियम 1952**

क) संबंधित कामगार को नामांकन प्रपत्र फाईल करना है ।

ख).यदि प्रस्तुत अधिनियम और योजना के तहत पहले ही नामित हो,तो संबंधित दस्तावेज प्रस्तुत करें ।

**4.अन्तर राज्य प्रवासी कामगार (रोजगार और सेवा शर्तों के विनियम) अधिनियम 1979**

यदि ठेकेदार किसी भी दिन 05 या उससे अधिक अन्तर राज्य प्रवासी कामगार को काम के लिए लगाते हो तब उन्हें प्रस्तुत अधिनियम के तहत लाइसेंस प्राप्त करना चाहिए ।

### सुरक्षा, स्वास्थ्य एवं पर्यावरण (एस एच ई) की शर्तें

एस ओ सी एल, अंबलमुगल में काम करने वाले ठेकेदारों के लिए निम्नलिखित सुरक्षा, स्वास्थ्य एवं पर्यावरण शर्तें लागू होंगे।

1. सुरक्षा, स्वास्थ्य एवं पर्यावरण के प्रभावी एवं दक्ष प्रबंधन के लिए कार्यस्थल में योग्य एवं अनुभवी व्यक्तियों की उपलब्धता एवं उपयुक्तता सुनिश्चित करेंगे।
2. आवश्यकताओं के अनुरूप उपकरण, सामग्री और उपभोज्य सुनिश्चित करेंगे।
3. उपयोग किए जाने वाले सभी उपकरण / पाइ की सामग्रियों को पर्याप्त मजबूती / टिकाऊपन सुनिश्चित करेंगे।
4. यह सुनिश्चित करेंगे कि उचित एवं पर्याप्त पी पी ई प्रदान किए जाएंगे और संबंधित व्यक्तियों द्वारा पहने जाएंगे।
5. आवश्यकतानुसार कार्यकलाप/ जोखिम के उपयुक्त सुरक्षा चिह्नों को लगाना सुनिश्चित करेंगे।
6. कार्यस्थल से ऐसे सामग्री जो आवश्यकता के अनुरूप नहीं हो, को हटाया जाना सुनिश्चित करेंगे।
7. यह सुनिश्चित करेंगे कि कार्यकलाप के कारण पर्यावरण में कोई प्रतिकूल प्रभाव न हो।
8. अपने कर्मचारियों की गतिविधियों पर उचित एवं सूक्ष्म पर्यवेक्षण सुनिश्चित करेंगे।
9. कार्यान्वित किए जा रहे कार्य की प्रकृति संबंधी दुर्घटनाओं का पहचान करेंगे और जहां अपेक्षित हो किसी प्रकार की घटनाओं / दुर्घटनाओं को रोकने के लिए ऐसी दुर्घटनाओं को दूर करने / नियंत्रित करने के उपाय विकसित करेंगे।
10. कर्मचारियों को कार्य के दौरान पर शिक्षित / प्रशिक्षित करना सुनिश्चित करेंगे और उनके एस एच ई जागरूकता में सुधार लाना भी सुनिश्चित करेंगे।
11. पर्याप्त स्वास्थ्य की व्यवस्था सुनिश्चित करेंगे ( यानि सफाई, धूल एवं धूआं मुक्त पर्यावरण, उचित प्रकाश की व्यवस्था और ठेकेदार द्वारा काम के लिए नियुक्त सभी कर्मचारियों को पेय जल)
12. नियमित जांच / निरीक्षण करके निम्नलिखित के लिए नियमित नियंत्रण सुनिश्चित करेंगे लेकिन केवल निम्नलिखित के लिए सीमित नहीं करेंगे।
  - \* वाहनों एवं उपकरणों
  - \* टूल्स, उपकरण, लिफ्टिंग उपकरणों
  - \* सुरक्षा उपकरणों
  - \* आग संरक्षण
13. समय – समय पर और जब कभी आवश्यक हो, अपने व्यय पर कार्य स्थल से निर्दिष्ट क्षेत्र की ओर सभी कूड़े/ रद्दी/अनुपयोगी सामग्रियाँ निकाल देंगे और हटा देंगे।
14. प्रदत्त कार्य के संबंध में घटित होनेवाली सभी घटनाओं / दुर्घटनाओं यदि कोई हो तो, रिपोर्ट करेंगे। ठेकेदार घटना / दुर्घटना रिपोर्ट तैयार करके मालिक (ऑनेर्स) सेफ्टी विभाग में प्रस्तुत करेंगे।

अनुबंध डी  
काली सूची/अवकाश सूची की घोषणा संबंधी पत्र

स्वामित्व प्रतिष्ठान के संबंध में :-

मैं एतद्वारा घोषणा करता/ करती हूँ कि न तो मैं अपने नाम पर या मेरे स्वामित्व प्रतिष्ठान सर्वश्री ..... के नाम पर जिसने संलग्न बोली /निविदा प्रस्तुत न कर रहे हैं या मेरे स्वामित्व में या किसी अन्य साझेदार कंपनी जिसमें मैं प्रबंध भागीदार के रूप में हो, वे नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं। (यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

साझेदार कंपनी के संबंध में

हम एतद्वारा घोषित करते /करती हैं कि न तो हम, सर्वश्री ..... ने प्रस्तुत बोली/निविदा प्रस्तुत करता है या कंपनी से शामिल किसी भागीदार न उनके वैयक्तिक क्षमता या स्वामित्व के रूप में या किसी कंपनी/ कारोबार के प्रबंधन भागीदार के रूप में नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं। (यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

कंपनी के संबंध में

हम एतद्वारा घोषित करते/ करती हैं कि हमें नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं। (यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

यह समझता हूँ कि यदि इस घोषणा के किसी भी विवरण गलत हो जाने पर हिंदुस्तान ओर्गेनिक केमिकल्स लिमिटेड या इसके प्रशासनिक मंत्रालय को मेरा/हमारा बोली अस्वीकार करने का अधिकार है और यदि बोली ठेके के रूप में हो जाने पर , प्रस्तुत ठेका समाप्त करने का अधिकार है।

स्थान:

बोलीदाता का हस्ताक्षर :

तिथि:

**यदि हिन्दी और अंग्रेज़ी पाठ में भिन्नता हो तो, अंग्रेज़ी पाठ प्रबल होगा।**

**In case of variation between Hindi and English version, English version will prevail**



**ANNEXURE - E****ANNEXURE TO BID AGAINST TENDER No: \_\_\_\_\_****(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)**

Name of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put v in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
2	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	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	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	<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
<div style="display: flex; justify-content: space-between;"> <div>DATE:</div> <div>SIGN AND STAMP OF BIDDER</div> </div>		

**ANNEXURE – H**

**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 – Q**  
**BANK GUARANTEE (FOR EMD / SECURITY DEPOSIT)**

Bank Guarantee No.  
Bank Guarantee issue date  
Bank Guarantee amount  
Bank Guarantee Period from  
To,  
Hindustan Organic Chemicals Limited  
401,402 and 403,  
4th Floor, V Time square,  
Plot No: 3, Sector 15, CBD Belapur,  
NAVI MUMBAI – 400614

In consideration of Hindustan Organic Chemicals Limited having its registered office at 401,402 and 403, 4<sup>th</sup> Floor, V Time square, Plot No: 3, Sector 15, CBD Belapur, NAVI MUMBAI - 400614 (hereinafter referred to as HOCL, which expression shall include all its successors, administrators, executors and assigns) having issued an advertisement for open tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.  
\_\_\_\_\_ (Name of the Party) having its Registered Office at (Full address of the party) (hereinafter referred to as \_\_\_\_\_, which expression shall include all its successors, administrators, executors and assigns) against the submission of the Bank Guarantee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for Earnest Money deposit / Security Deposit (strike out whichever is not applicable).

We \_\_\_\_\_ (Name of the Bank and Full Address) having its Registered Office at \_\_\_\_\_ (Full Bank Address) (hereinafter referred to as The Bank which expression shall include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay HOCL immediately on first demand in writing and any / all money(s) to the extent of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), without any demur, reservation, contest or protest and / or without any reference to the \_\_\_\_\_ (Name of the party). Any such demand made by HOCL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, arbitrator, sole expert, conciliator or any other authority and / or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by HOCL in writing but not later than \_\_\_\_\_. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Customer and shall remain valid, binding and operative during its currency against the Bank against any outstanding bill remaining unpaid or towards loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Customer of any of the terms or conditions agreed between them.

The Bank also agrees that HOCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the \_\_\_\_\_ (Name of the Party) and notwithstanding any security or other guarantee that HOCL may have in relation to the \_\_\_\_\_ (Name of the party) liabilities.



The Bank further agrees that HOCL shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said supply or to extend time of performance by the said \_\_\_\_\_ (Name of the Party) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in HOCL against the \_\_\_\_\_ (Name of the Party) and to forebear or enforce any of the terms and conditions relating to the said supply and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said \_\_\_\_\_ (Name of the Party) or for any forbearance, act or omission on the part of HOCL or any indulgence by HOCL to the said \_\_\_\_\_ (Name of the Party) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

The Bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the finalization of the tender enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ all dues of HOCL under or by virtue of this supply have been fully paid any its claim satisfied or discharged or till HOCL discharges this Guarantee in writing, or till \_\_\_\_\_ whichever is earlier. However, HOCL shall have the right to lodge claim up to 6 months from expiry of validity date of Bank Guarantee.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of Customer any or that of HOCL.

The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts at Mumbai, India.

Not with standing anything contained hereinabove, our liability under this guarantee is limited to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) and our guarantee shall remain in force up to \_\_\_\_\_ unless notice of demand to enforce a claim under this guarantee is served upon us on or before \_\_\_\_\_. All your rights under the above guarantee shall be forfeited and we shall be relieved and discharges from all liabilities from all liabilities there under.

We, \_\_\_\_\_ (Name of the Bank and Full address), hereby undertake not to revoke this guarantee during its currency except with the previous consent of HOCL in writing.

Not with standing anything contained here above.

1. Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only).

2. This bank guarantee shall be valid up to \_\_\_\_\_. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.

Place:

Date:

## Annexure - R

### **Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

#### **DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned,..... (full names), do hereby declare, in my capacity as ..... of M/s .....(name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
3. I certify that M/s .....(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I further certify that M/S.....(name of the sub-contractor if any) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

AUTHORISED SIGNATURE:

DATE: \_\_\_\_\_

Seal / Stamp of Bidder

**ANNEXURE – W**  
**FORM OF DECLARATION ALONG WITH SUBMISSION OF TENDER**

**From**

---

**To**

**HINDUSTAN ORGANIC CHEMICALS LTD**  
**Ambalamugal**

1. I/We hereby declare that, for execution WORK of \_\_\_\_\_ as per Tender / NIT / RFQ No. \_\_\_\_\_, Date: \_\_\_\_\_, I / We have read, understood and agree to the scope of work, time schedule for completion of work. Period of contract, General Conditions of Contract, Special Conditions of Contract, Payment Terms, Specifications for materials and workmanship, Drawings, and other Documents and papers, all as detailed in the Tender Documents at the Schedule of Rates / Amount quoted by me / us for the above WORK in accordance with the above Tender / NIT / RFQ.
2. It has been explained to me / us that the time stipulated for completion of WORK in all respects and indifferent stages mentioned in the 'Time Schedule' of completion of WORK and signed and accepted by me / us is the essence of the CONTRACT. I / We agree that in case of failure on my / our part, to strictly observe the Time of Completion mentioned for WORK or any of them and to the final completion of WORK in all respects according to the Schedule set out in the said 'Time Schedule' of completion of WORK, and I / We agree fully to the recovery being made as specified (including Liquidated Damages clause) in the above Tender / NIT / RFQ.
3. I / We agree to pay the Earnest Money and Security Deposit and accept all the Terms and Conditions laid down in the Tender / NIT / RFQ in this respect.
4. In the case of acceptance of this tender, I / We hereby agree to abide by and full fill all Terms and Conditions of above Tender / NIT / RFQ and in default thereof, to forfeit and pay to HOCL such sums of money as are stipulated In Condition contained In General Tender Notice and Tender Documents.
5. If, I / We fail to commence the WORK specified in the Tender / NIT / RFQ, or I / We fail to deposit the amount of Security Deposit specified In Tender / NIT / RFQ, I / We agree that HOCL without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said Earnest Money shall be retained by HOCL towards the Security Deposit specified in the Tender / NIT / RFQ. HOCL shall be at liberty to cancel the Tender / NIT / RFQ, if I / We fail to deposit the Security Amount as aforesaid or to execute an Agreement or to start WORK as stipulated In the Tender / NIT / RFQ Document.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_**

**Signature of tenderer(s) with seal of the firm**