

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	15-09-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-09-2025 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
कुल मात्रा/Total Quantity	1200
वस्तु श्रेणी /Item Category	TRANSPORTATION OF SULPHURIC ACID
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	TRANSPORTATION OF SULPHURIC ACID
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Sulphuric acid for Bulk supply - FACTL, Sulphuric Acid (V2) Conforming to IS 266, Methyl acetate, Small Sized Valve Regulated Lead Acid Batteries as per IS Jisc 8702 - 1
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Sulphuric Acid (V2) Conforming to IS 266 Sulphuric acid for Bulk supply - FACTL
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 एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),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

बिड विवरण/Bid Details	
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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
विगत प्रदर्शन /Past Performance	80 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	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 खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	B. BALACHANDRAN
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	CGM (MAT/MSS/HR)
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MATERIALS
सीए अनुमोदन संख्या/CA Approval Number	10987/25
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	01-09-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	HOCL IS FLOATING THE TENDER FOR TRANSPORTATION OF SULPHURIC ACID FROM FACT-COCHIN DIVISION [FACT-CD] / FACT-UDYOGAMANDAL COMPLEX (FACT-UC) / TO HOCL, AMBALAMUGAL, KOCHI, KERALA FOR A PERIOD OF 2 YEARS. BEING A SERVICE TENDER, MII IS NOT APPLICABLE.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are

validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

BOQ FOR TRANSPORTATION OF H2SO4 - TO BE FILLED AND SUBMITTED - [1756730533.xlsx](#)

TRANSPORTATION OF SULPHURIC ACID (1200 metric tonne)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	Hareesh Madhav A	682302,HOCL AMBALAMUGAL ERNAKULAM	मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			1200	1	730

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

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

8. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

9. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

10. **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.

11. **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.

12. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

13. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

DULY FILL, SIGN AND SUBMIT ALL THE ANNEXURES ATTACHED ALONG WITH TECHNICAL BID

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14. **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.

15. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Please submit duly signed and stamped specification and tender terms along with technical bid.
2. Documents satisfying eligibility criteria should be provided along with offer.
3. Commercial Terms, Bid security declaration, Compliance form for land border as per given annexures should be filled, signed and submitted along with technical bid.
4. **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.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

17. 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. 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.
16. 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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---



हिंदुस्तानऑर्गेनिककेमिकल्सलिमिटेड
HINDUSTAN ORGANIC CHEMICALS LTD
(भारतसरकारकाउद्यम, A Government of India Enterprise)
अंबलमुगल,कोचीAMBALAMUGAL, COCHIN – 682 302
दूरभाषPhone: (0484) 2720911, ईमेलE-mail: kochi@hoclindia.com

MAT/PUR/10987/25

01.09.2025

Dear Sir,

We are interested in appointing competent transport contractors meeting the eligibility criteria for the work of Transportation of SULPHURIC ACID FROM FACT-Cochin Division [FACT-CD] / FACT-Udyogamandal Complex (FACT-UC) / to HOCL, AMBALAMUGAL, KOCHI, KERALA for an approximate quantity of 600 MT for one 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 and CPPP Portal.

DESCRIPTION OF THE WORK: TRANSPORTATION OF **SULPHURIC ACID** FROM FACT-CD/ FACT-Udyogamandal Complex (FACT-UC) / TO HOCL, AMBALAMUGAL, KOCHI, KERALA

ESTIMATED VOLUME OF WORK: 1200MT FOR 2 YEARS OF SULPHURIC ACID (Approx.)

You may submit your offer in single 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)

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HINDUSTAN ORGANIC CHEMICALS LIMITED

ANNEXURE - I**ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE BID****Offers of bidders who satisfy the following Eligibility Criteria only will be considered**

1. The transporter should have adequate number of suitable road tankers at his disposal for the work.
2. Transporter should have executed **transportation contract** of total value of **₹11.76Lakhs** for similar** products **during the last 3 financial years**. Transporter should enclose copies of contracts with technical bid.
3. Transporter should have executed **minimum one transportation contract** of total value of **Rs 2.94 lakhs** for similar** products **during the last 3 financial years**. Transporter should enclose copies of contracts with technical bid.
4. 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.
5. The transporter shall provide the list of vehicles, which are exclusively reserved for the Sulphuric acid transportation with their registration number and authorized carrying capacity.
6. Transporter should produce copy of valid Public Liability Insurance, copies of Vehicle Registration Certificate, Insurance and Fitness certificate.
7. Global Positioning System (GPS) Facility shall be provided in the tankers for tracking the trucks as per the directives from statutory authorities. Attach documentary evidence in support of the above / Letter declaring that the same shall be provided if there is an order in favor of you.
8. The existing registered vendors of HOCL need not furnish the above details 2,3, and 4 along with tender.
9. Bidder must have an office with communication facilities in Kerala.

**“Similar Products - Include acids/chemicals/petrochemicals/petroleum products”

Note:

- Only the offers of bidders who meet the eligibility criteria will be considered for technical evaluation and opening of price bids. Offers submitted without supporting documents or with incomplete forms/documents are liable to be rejected. HOCL reserves the right to verify the claims made by bidders and the documents submitted, directly with clients or any relevant agency.

ANNEXURE-II**TERMS & CONDITIONS - CONTRACT FOR TRANSPORTATION OF SULPHURIC ACID**

(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 authorised by the Chief General Manager of the Company)

1. SCOPE OF WORK:

Transportation of Sulphuric Acid by road from FACT-Cochin Division [FACT-CD] to HOCL, Ambalamugal or from FACT Udyogamandal Complex (FACT-UC) to HOCL, Ambalamugal in suitable MS tanker lorries. Acid transportation is intended from FACT Cochin division to HOCL, Ambalamugal only. The primary location for lifting acid is FACT Cochin division. In case of non-availability at FACT Cochin division, acid may be taken from FACT Udyogamandal Complex.

2. QUANTITY:

The tendered quantity of 600 **MT** is the approximate requirement for 1 year and will have to be lifted as per the dispatch schedule given by HOCL. Quantity is indicative only and may be varied based on plant load and plant requirement.

3. PRICE:

The rate quoted should be firm (without any escalation) for a period of 2 years from the date of issue of Work order with an option for extension up to 1 year at the same rate and terms and conditions.

4. PAYMENT:

Payment will be made within 30 days from date of submission of bill. Payment will be based on the actual quantity of product received by HOCL at its weighbridge. The maximum Transit Loss allowable per trip for the transportation ACID from FACT to HOCL shall be 0.50%. Recoveries will be made from the bills/Security deposit at the applicable rate for full quantity of shortage, if shortage exceeds the allowable limit.

5. VALIDITY OF OFFER:

Offer shall be valid for a minimum period of **60 days** from the last date of submission of tender unless extended by mutual consent in writing. During the validity of period, tenderer will not be allowed either to withdraw or review his offer on his own.

6. EARNEST MONEY DEPOSIT (EMD):

EMD not applicable for this tender.

7. SECURITY DEPOSIT:

In case of an order placed on the tendered, tenderer will have to furnish a Bank Guarantee for 5 % of the order value towards Security Deposit within 21 days of issue of

Purchase Order from a Scheduled Bank / Nationalized Bank as per the HOCL requirement. This may be submitted in the form of a Bank Guarantee from a Scheduled bank or by NEFT/RTGS. SD will be forfeited in the event of a breach of any of the terms of the contract by the supplier. Security deposit amount will be returned within 60 days of successful completion of the order against written request from the tenderer.

8. PERIOD OF CONTRACT:

Unless otherwise specified or agreed to, the contract will be awarded for 2 years from the date of work order with an option for extension up to 1 year on the same rate, terms and conditions after taking acceptance from the transporter, subject to satisfactory completion of the 2 year contract.

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 along with the technical bid. Vehicle insurance also has to be done by the transporter. Transporter will be required to have a 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 the case of award of work order Public liability insurance shall be kept valid for each tanker during pendency of the contract.

11. PLACEMENT OF ROAD TANKERS:

- a) Road worthy tankers shall be placed in sufficient numbers as required by HOCL.
- b) Tanker vehicles with baffles are to be arranged to avoid hammering. The tank should be partitioned to avoid violent movement of liquid inside. If required, a test certificate from competent person has to be produced, showing the details of the thickness test of the tank.
- c) Valves, gaskets etc., should be of good quality.
- d) The driver's cabin should have all required personnel protective equipments and 25 Litres of fresh waters. The Contractor shall ensure that all the tankers carrying Sulphuric Acid shall have a safety kit containing the following safety appliances: (i) Gum Boots, (ii) Goggles, (iii) PVC Gloves and (iv) PVC coverall which shall be used during Acid Loading/Unloading/Spillage/Leakage.
- e) The outlet valve at the bottom of tanker should be crash guarded.
- f) The top manhole dummy should have a cover to prevent spillage of acid, as is the practice with petroleum tankers.
- g) All connected accessories should be of good quality and of good strength and as per relevant IS specifications.

- h) The tankers should be equipped with all safety as well as operational accessories including suitable hoses, if required for transfer of Sulphuric Acid both at the loading point and at the unloading point. Connecting and disconnecting of hoses at loading and unloading points are the responsibility of the contractor.
- i) Product shall be uplifted from FACT-Cochin Division or FACT Udyogamandal Complex as and when required by HOCL and allowed.
- j) Tanker crew deployed in the road tankers shall be conversant with the product and shall be trained and licensed as per relevant acts.
- k) Tankers engaged shall be fit for carrying the products.

12. SAFETY AGREEMENT:

Tendered shall execute a Safety Agreement with HOCL, copy of which is attached herewith.

13. VOLUME OF WORK:

No guarantee can be given by HOCL for any definite volume of work. The indicated quantities to be transported are indicative and are subjected to change depending on the demand of product at plant. Indicated quantity 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.

14. TRANSIT LOSS:

The maximum Transit Loss allowable per trip for the transportation of Acid to HOCL shall be 0.50%. Recoveries will be made from security deposit/ bills at the applicable rate for full quantity of shortage, if shortage exceeds the allowable limit.

During the course of transit the goods shall remain at the Transporter's risk until the goods are unloaded at HOCL. Transporter alone shall be responsible for any accident, damage or loss suffered in respect of the goods during transit.

15. ACCIDENT:

Transporter alone shall be responsible for any accident, damage or loss suffered in respect of the goods during transit and till completion of unloading at HOCL. In the event of a tanker lorry 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 department etc.

The transporter shall ensure security of product at the accident site until the rescue arrives.

16. DAMAGES TO HOCL's PROPERTY / EMPLOYEE:

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.

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.

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.

17. BILLS:

Bills for the transportation work done shall be submitted in duplicate along with the lorry receipts (LR) giving particulars of quantity received, duly certified by HOCL. Such bills shall be accompanied by list of consignments with tanker wise LR No., FACT's Invoice No., Invoice Quantity and quantity accepted at HOCL. Deductions towards shortage and Income Tax deduction will be made from the bills as applicable.

18. SPLITTING OF CONTRACT:

HOCL reserves the right to split the order quantity in any ratio on different transporters at the L1 rate if needed.

19. 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.

20. 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.

21. DETENTION CHARGES:

Every effort will be taken by the Company to 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.

22. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a) The contractor shall place road tankers with valid permits from the authorities concerned and with emergency information panels required as per Motor Vehicles Act and fit in all respects for transporting Acid.
- b) The contractor shall report to HOCL any accident/damage to the goods and vehicle immediately.
- c) 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.

23. 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.

24. 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.

25. 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.

26. **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.

27. **LOCAL OFFICE & CONTACT DETAILS / e-MAIL IDs:**

All successful tenderers shall be required to have a Contact Office at loading location/ in Ernakulam dist. for convenience of day-to-day operations. All tenderers shall also provide their valid e-mail IDs for ease of communication in addition to their office address, contact numbers (phone; mobile etc.)

28. **INDEMNITY:**

- a) The Transporter shall be responsible for all taxes, levies and other costs of running the tank-lorry / transportation business, which shall inter-alia include i) salary / wages etc. of the crew and other employees; ii) payment of road tax, insurance, calibration, route permits, 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 tank-lorries covered by this Agreement shall operate at the sole risk of the Carrier and in no case, the Company shall be held responsible for any loss or damage done to / by the Tank Lorry 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.

29. **GENERAL POINTS:**

- a) The tenderer should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission

of the tender.

- b) Tenderer shall submit Price Bids only through e-bidding and no physical documents shall be submitted.
- c) The tankers quoted in the tender should have all valid documents such as registration certificates, fitness certificate, calibration certificate, Insurance & road permit to operate supplies within state and should meet all home state statutory requirements of RTO rules such as state registration of tank lorries for movement within the state. The loading of the Tankers shall be done based on the RLW as endorsed on the RC book.
- d) The documents of the tankers 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 to ensure that the Tanker reach HOCL and delivers product within specified trip time. The tanker not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the transporter.
- f) Transporter shall ensure that Tanker does not exceed the speed limits prescribed by the concerned authorities.
- g) HOCL reserves the right to seek any other documents related to vehicles and transportation.
- h) The tenderer shall ensure that all the tankers quoted / offered shall be covered under valid State Permits and RTO requirements like registration of tankers meeting state rules as applicable.
- i) All offered tankers must have Locking / sealing arrangement facilities as per HOCL's / product supplier company's norms for locking / sealing the loaded tankers with the product.
- j) 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.
- k) On frequent shortage complaints, HOCL is free to take appropriate action including suspension of tanker for any period / termination of the contract etc. as HOCL may deem fit.
- l) 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.
- m) 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.

- n) Successful tenderer must submit the copies of Registration Certificate, road permits, certificate of Fitness, Insurance Certificate etc., and security deposit to HOCL.
- o) Bidding is done through NIC and GeM no physical document with respect to Bids should be submitted.
- p) The Transporter shall ensure that Tank Lorries 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.
- q) The Transporter shall be responsible for ensuring that all fittings in the tank-lorry shall be ISI marked. The Company shall have the right to ask for additional fittings / equipment in the tank-lorry as per requirement.
- r) 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.
- s) 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
- t) Tanker shall be calibrated for capacity in line with MV Act/Petroleum Rules/Weights & Measures Act.
- u) In all cases of failure of the products/ adulteration in Tanker as well as deemed failure (i.e. sample test value falls within specification range however, it is beyond the repeatability / reproducibility limits w.r.t. reference sample) of the product, action against the Carrier shall be initiated as under
 - a. Disposal of the contaminated product shall be done as directed by the company.
 - b. Cost of product as determined by the company shall be recovered from the carrier.
 - c. Incidental expenses and any other expenses sustained by the concerned for disposal of the contaminated product shall also be recovered from the transporter.
- v) 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.
- w) 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.

30. 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

tank-lorry 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 tanker & its crew at all time during the tenure of the contract.
- c) The Transporter shall ensure that the Crew of the tankers in contract are trained under Motor Vehicle Act and their licences are endorsed by the RTO for having attended the training /refresher courses.
- d) The Transporter shall be responsible for providing Safety helmets/ safety shoes for crew members as specified by HOCL at their own cost.

31. **RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA:**

- a) Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020)Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.
- b) All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure VII along with the bid.

32. 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-III**SAFETY CONDITIONS**

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

This safety agreement forms a part of Tender MAT/PUR/10857/22.

We, agree to accept / implement the following:

- 1) Drivers with valid driving license and in sound health conditions will be deployed.
- 2) All trucks will have at least 2 persons including driver.
- 3) The driver employed will be able to read, understand English and any one official Indian Language.
- 4) Drivers employed will possess a certificate of having successfully passed a 3 days special Driving Course with the prescribed syllabus as per Central Motor Vehicles (Amendment) Rules 1993.
- 5) All vehicles will be equipped with necessary first-aid, safety equipment, tool box, antidotes, fire extinguishers etc. as necessary to contain any accident. Vehicles sent for carrying raw materials for HOC will contain the following safety items.
 - a) PVC or rubber gloves, face shields, PVC suit, gumboots, safety torch, safety goggles, aprons, sealing compound, first-aid box with medicines, tool box with adequate quantity of tools in good working condition, fire extinguisher of adequate type and capacity as per Petroleum Rules 1976, approved spark arrester at the exhaust etc.
- 6) The vehicle will be in good working condition with special reference to the following:-
 - a) Good quality painting and metal work
 - b) Tyres and spare tyre condition
 - c) Correct emergency information panel and UN Hazard class symbols
 - d) Good quality of compartment valves and master shut off valve
 - e) Wiper, head lights, signal lights, bumper, mud guards etc.
 - f) Horn, brake, rear view mirror, brake lights, tyre wheel nut, wheel chokes, oil and oil pressure, brake pressure, all electrical wiring and switches as per Petroleum Rules 1976, chassis suspension, brake air reserve tank, foot brake and hand brake, clutch travel etc.
- 7) Safety audit of each vehicle transporting hazardous chemicals will be carried out once every six months. The onus of auditing of vehicles will be with us and we will issue "Certificate of Fitness" after each safety audit of the vehicle to HOCL.
- 8) All vehicles will possess a valid R.T.O. Fitness Certificate.
- 9) Public Liability Insurance as per the Act shall be taken.
- 10) The driver of the truck shall have adequate knowledge in handling emergency situation during transit and will undergo periodic training conducted by HOC.
- 11) All trucks should be fitted with GPS, Tachograph as per BIS.
- 12) Transporter should have sufficient resources and contacts to meet any road accident emergencies.

- 13) It shall be ensured that the drivers carry Term Card, Material Safety Data Sheet, Chemical Name Stickers and Emergency Action Procedure Stickers on trucks.
- 14) We shall strictly abide and obey all relevant rules and regulations applicable to transportation of sulphuric acid.
- 15) 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.
- 16) Truck drivers will strictly follow all safety rules and regulations inside HOC premises with respect to speed limit, over taking, parking of vehicles, no smoking etc.
- 17) Vehicles transporting HOC chemicals will be constantly attended by at least one person who is familiar with safety rules and regulations.
- 18) 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.
- 19) 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.
- 20) Drivers/cleaners shall not roam around factory premises leaving the vehicle unattended. Drivers/cleaners should not take bath; prepare food etc. inside HOC premises.
- 21) Drivers and cleaners will follow all relevant safety instructions when they are within HOC premises and during filling or unloading operation.
- 22) We agree that HOC has got full right to refuse filling of any vehicle if they find the vehicle unsuitable for transporting hazardous chemicals.
- 23) Drivers and cleaners shall not carry unauthorized passengers and also food stuffs/vegetables in the same truck carrying HOC products.
- 24) All truck drivers will be instructed to drive the vehicles slowly and maintain speed limits and avoid overtaking on National Highways.
- 25) As soon as a road accident occurs to any of the vehicles, the driver will report the incident to the nearest police station. In case of leakage, it should be contained by bunding with sand or earth and to ensure that the nearby water sources are not affected/ contaminated. We shall inform the consignor at the earliest about the accident involving our vehicle carrying HOC product. As soon as the details of the accident are received, we shall rush to the accident site with emergency kit and take necessary actions.
- 26) We will maintain with us adequate facility/arrangement to transfer chemicals from leaky tanker to standby tanker. Emergency kit will contain the following:-
 - a) Earthing cable
 - b) Chains and slings for lifting
 - c) Nuts and bolts and gaskets
 - d) Spanners and other tools
 - e) Safety torch

- f) Gum boots, safety goggles, face shield, PVC suit, gloves etc
 - g) Leak sealing compound
 - h) Hand pump with hose and hose clamps
 - i) Metallic buckets
 - j) First aid kit etc.
- 27) We shall inspect each and every tanker lorry for its fitness before it is sent for filling. Tankers which are found defective and unsafe for filling will not be used to fill HOC products or raw materials.
- 28) We shall send out drivers and cleaners for training to HOC as and when it is arranged.
- 29) We shall ensure that drivers are not over worked/over exerted and sufficient sleep and rest shall be given to drivers carrying hazardous chemicals.
- 30) Alcoholism among drivers shall be checked by us.
- 31) 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.
- 32) We shall not engage the truck carrying hazardous chemicals to carry edible oil, drinking water or other edible products.
- 33) 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.
- 34) Pilferage, malpractices, adulteration, tampering of seals etc during transportation will be totally avoided and ensured by us.
- 35) We shall employ only drivers with sound health who takes moral responsibilities and uses quick judgment and presence of mind during emergencies.
- 36) Driver of the truck transporting hazardous goods will observe at all times all the precautions necessary, for preventing fire, explosion while the tanker 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.
- 37) The driver of the tanker transporting hazardous goods, will ensure that the information given to him by the consignor in writing is kept in the driver's cabin and is available at all time while the hazardous goods to which it relates are being transported.
- 38) We will ensure that the driver is fully aware of the relevant information about the hazardous 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.
- 39) The road tanker will not be filled or unloaded except in a place approved for the purpose.

- 40) Any accident, fire or explosion occurring in the road tanker is attended with loss of human life or serious injury to person or property, should be immediately reported to the nearest Magistrate or Police Station having jurisdiction.
- 41) The contractor will contact HOC Safety Department officials for any further clarification pertaining to safety, health and environment for products handled by him.
- 42) Contractor should assist HOC in all matters regarding health, safety and environment during transportation as HOC is a signatory to "RESPONSIVE CARE" and is an ISO-9001 and ISO-14001 accredited company.

Accepted the above

Signature of the transport contractor:

Name and Seal:

Date :

Place :

ANNEXURE-IV-A

COMMERCIAL FORMAT-A

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

Name and Address of Transporter:

Phone No:

GSTIN :

E-mail id for correspondence:

Contact Person Name and Mobile No:

Are you registered under MSME:

(If yes please upload Documentary proof like UAM/NSIC certificate etc)

No. of Tankers owned by you for similar product (enclose RC book copy of min. 3 tankers):

Payment Term offered:

Validity of offer:

Whether you have uploaded a copy of unpriced BOQ format(please mention whether quoted/not quoted):

The quoted rate is based on the current diesel price at Kochi on the due date of tender.

Any other remarks you would like to specify:

Signature and Stamp

ANNEXURE-IV-B**(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. <u>If so, give details.</u>	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> Micro <input type="checkbox"/> Medium <input type="checkbox"/> Small <input type="checkbox"/> No
2-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012. <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number <input type="checkbox"/> Not Applicable
3-ii	Submitted valid document against clause no 3i	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category(Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4ii	Whether the proprietor of "MSME" enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4iil	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE: SIGN AND STAMP OF BIDDER		

ANNEXURE-V

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-VICOMPLIANCE TO CLAUSE W.R.T MANADATORY REGISTRATION OF VENDORS FROM
COUNTRIES SHARING LAND BORDER WITH INDIA,WITH DPIIT

Date:

TO WHOMSOEVER IT MAY CONCERNS

"I have read The clause titled restrictions on procurement from a bidder of a country which shares a land border with India.

I certify that M/s.....(Name Bidder) is not from such a country

Or .

I hereby certify that M/s.(name of Bidder) is from a country which shares land boarder with India and fulfills all requirements in this regard and is eligible to be considered. Enclosed herewith Valid Registration Certificate

Or

I hereby certify that M/s..... (Name of Bidder) is from such a country which shares land border with India , however the said requirement of registration will not be applicable to bidders as Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Enclosed herewith documentary evidence in this regards

We confirm that if it is established that we have provided any false information in pursuance to above clause, while competing for this contract then our Bid shall be rejected.

We further confirms that, if it is established that we have not complied with terms of aforesaid clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per tender provision and shall be dealt accordingly

Name of the Bidder :

Stamp & Signature of the Bidder :

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. Employee 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, 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) Act1970.

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 others 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**LABOURLAWS-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. Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act1979

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 BLACKLISTING/HOLIDAYLISTING****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