

**HINDUSTAN ORGANIC CHEMICALS LTD**

**(A Government of India Enterprise)**

**AMBALAMUGAL, COCHIN – 682 032**

**Phone: (0484) 2720911, FAX No. (0484) 2720893**

**E- TENDER NOTICE**

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

Sl.No.	Description of item and Tender No.	Qty(Approx)to be transported
1	FILLING AND LOADING OF PHENOL, ACETONE AND HYDROGEN PEROXIDE IN DRUMS/CARBOUYS  HOCL tender ref : MKT/DRUM/MISC/10/18/3	Shown in the terms

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

Interested parties may please get registered with NIC e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>.) to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum/extension before submitting the offers.

**EARNEST MONEY DEPOSIT (EMD):- Rs.4,000/-**

**SAJEEV.B  
GENERAL MANAGER (MARKETING)**

Dear Sir,

We are manufacturing Phenol, Acetone and Hydrogen Peroxide in our factory at Ambalamugal. All these products are also sold in packed condition.

### **PHENOL**

Phenol is filled in 200 Ltr barrels using semi automatic filling machines. 215 Kg of Phenol is filled in each of the drums. The Drums will be purchase by us and will be made available in the filling floor. The filled drums are to be closed and are to be stored in the filling area. These drums are to be loaded into trucks and are to be sealed before they are dispatched from our factory.

### **ACETONE**

Acetone is filled in 200 Ltr barrels using gravity. 160 Kg of Acetone is filled in each of the drums. The Drums will be purchase by us and will be made available in the filling floor. The filled drums are to be closed and are to be stored in the filling area. These drums are to be loaded into trucks and are to be sealed before they are dispatched from our factory

### **HYDROGEN PEROXIDE**

Hydrogen Peroxide is filled in 30 Ltr carbouys using semi automatic filling machines. Carbouys will be purchase by us and will be made available in the filling floor. The filled carbouys are to be closed and sealed and are to be stored in the filling area. These carbouys are to be loaded into trucks before they are dispatched from our factory

**We are interested in appointing a competent man power supplier for out sourcing the drum/carbouy filling activities and loading the same in trucks.**

**Service of Forklift with driver will be provided for loading of Drums/Carbouys into Trucks.**

The work involved is not continuous in nature. The bidder can visit our factory on any working day from 10.00 AM to 04.00 PM to ascertain the work before submitting his offer.

We cannot guarantee the quantum of work per month. However we are giving the quantities filled during the past seven months for understanding the likely quantum of work per month.

Month	Phenol (Nos)	Acetone (Nos)	H2O2 (Nos)
Apl – 18	1,841	77	822
May – 18	2,203	24	589
June - 18	1,267	165	396
July – 18	1,108	70	1,438
August – 18	552	60	522
September – 18	3,297	378	419
October - 18	695	105	647

Manpower suppliers meeting the eligibility criteria may quote for a period of two months starting from 01.12.2018. HOCL has entered into an agreement with **NIC** for e-procurement through their portal [eprocure.gov.in](http://eprocure.gov.in). You may please get registered as a vendor with NIC for participating in this tender.

**Tender documents are uploaded in HOCL website [www.hoclkochi.com](http://www.hoclkochi.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in)**

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

**DESCRIPTION OF THE WORK:- FILLING AND LOADING OF PHENOL, ACETONE & HYDROGEN PEROXIDES IN DRUMS/CARBOUYS**

**ESTIMATED VOLUME OF WORK: 1700 DRUMS OF PHENOL, 150 DRUMS OF ACETONE & 700 CARBOUYS OF HYDROGEN PEROXIDE PER MONTH**

**EARNEST MONEY DEPOSIT (EMD):- Rs.4,000/-**

**TENDER NO: MKT/DRUM/MISC/10/18/03 DATED 05.11.2018**

**DUE DATE OF SUBMISSION OF BIDS: – 19.11.2018 (14.30 HRS)**

**DATE OF OPENING OF TENDER: - 20.11.2018 (15.00 HRS)**

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

Thanking you,

Yours faithfully,  
For HINDUSTAN ORGANIC CHEMICALS LTD.

SAJEEV B  
GENERAL MANAGER (MARKETING)

**INDEX -FILLING & LOADING OF PHENOL/ACETONE/H2O2  
IN DRUMS/CARBOUYS**

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## **ANNEXURE- I**

### **GENERAL INSTRUCTIONS TO BIDDERS FOR E BID SUBMISSION**

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

1. HOCL has entered into an Agreement with **nic** for e procurement through their portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Quotations shall be submitted online on or before the due date and time of closing the tender. The Techno commercial bid containing the expertise of the party in supplying man power for unskilled jobs and Proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexure I A. **EMD-Rs.4,000/-** should be submitted by bank transfer as per details given in Annexure III. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. The Price bid should be submitted in price bid format given.
2. Techno commercial bid shall be opened electronically on specified date and time given in NIT. Bidders can witness the electronic opening of bid .The date and time of opening of the price bids will be intimated to the technically qualified bidders after evaluation of the Technical bids via email alerts through the valid email confirmed.
3. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of this tender and related documents forming part of this enquiry and agree to supply the services in compliance with the same."
4. The bids shall be neatly typed in English language with pages consecutively numbered and shall be signed on all pages by authorized persons. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
5. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
9. Purchase Preference to Central Public Sector Enterprises of Govt. Of India and MSMEs shall be as per Govt. of India policy in vogue.

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**ANNEXURE - II**

**Eligibility criteria for participating in the bid**

**Offers of bidders who satisfy the following Eligibility Criteria only will be considered .**

- a) This being a tender for 2 months work, the bidders desirous of participating in the bidding need not produce a solvency certificate.
- b) The annual financial turnover of the bidder during the last three financial years ending on 31.03.2018 to be at least Rs 5,00,000.00. (Bidder will be liable to produce documentary evidence)
- c) Bidder to have successful completion experience of man power supply for unskilled jobs in industrial establishments during any time in the last seven years.
- d) The bidder to have executed similar jobs having minimum value of Rs 1,77,840.00 per month during any time in the last seven years.
- e) EMD will be Rs 4,000.00.
- f) There is no Tender document fee.
- g) Period of contract will be two months.

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**MKT/DRUM/MISC/10/18/03**

**TERMS & CONDITIONS FOR SUPPLY OF UNSKILLED LABORERS FOR FILLING AND LOADING OF PHENOL/ACETONE/H2O2 IN DRUMS/CARBOUYS (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 Executive Director of the Company)

1. **VALIDITY OF OFFER:** Offer shall be valid for a minimum period of 60 days from the last date of submission stipulated for the tender.
2. **PRICE VARIATION DURING THE CONTRACT PERIOD:-** The price quoted by the Bidder shall remain firm during the contract period.
3. **SUBMISSION OF BIDS:** Bids shall be uploaded as per the instructions given in Annexure I

**EARNEST MONEY DEPOSIT (EMD):-**EMD of **Rs. 4,000/-** shall be applicable. EMD shall be paid by Demand Draft on any scheduled Bank in favour of Hindustan Organic Chemicals Ltd. payable at Ambalamedu /Cochin, OR by way of Bank Guarantee from a Scheduled bank. EMD may also be submitted in the form of Bank transfer through our banker M/s State Bank Of India, Ambalamedu Branch, A/c No:10342163665; IFS Code:SBIN0001108. Details of bank transfer should be indicated in your technical offer. EMD of the successful tender may be adjusted against the security Deposit payable. EMD of unsuccessful bidder will be returned after finalization of the tender. EMD of a tenderer shall be forfeited if he withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender. PSUs and Vendors registered with NSIC need not submit EMD, but have to submit valid NSIC registration/exemption certificate along with the Techno-commercial bid.

In the event of order being finalised on vendor registered with NSIC, the vendor has to pay Security Deposit payable for the satisfactory performance of the contract. The offer submitted by you is liable to be rejected in case the EMD as mentioned above is not enclosed with the offer.

**4) SECURITY DEPOSIT:**

- a) Total security deposit shall be 5% of contract value/actual value of work.
- b) 5% of the estimated contract value for one month volume of work should be deposited within 21 days of receipt of work order against initial security deposit. Balance security deposit will be recovered from the first and subsequent running bills/final bill against security deposit at the rate of 5% of the total value of work executed on completion of work is recovered and will be released after completion of the contract period. The Security Deposit shall be in the form of a Bank Guarantee from any scheduled Bank in the format prescribed by HOCL.

**5) OPENING OF TENDERS:** The Technical bids will be opened electronically on 20.11.2018. Technically accepted bidders will be informed about the date and time of opening of the price bid.

**6) Splitting of Contract: The work may be split and awarded to more than one contractor at L-1 quoted rate, if found necessary.**

**7) SAFETY AGREEMENT:** The contractor on whom Work Order is placed shall execute a Safety Agreement, copy of which is attached herewith.

**8) VOLUME OF WORK:** No guarantee can be given by HOCL for any definite volume of work. The indications quantities are shown in this tender document

**9) BILLS:** Bills for the work done shall be submitted by the contractor once in every fortnight in duplicate. Deductions towards shortage and Income Tax deduction will be made from the bills as applicable.

**10) PAYMENT:** Payment will be made within 30 days from date of submission of bill.

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

In the event of security deposit being appropriated towards loss, the contractor shall forthwith recoup the amount to restore the security deposit to the full amount. Security deposit will not earn any interest. Subject to the provision mentioned above, the security deposit will be returned to the contractor after the expiry of three months from the date on which the final bill is paid provided that the performance of the contractor has been satisfactory as certified by the officer of the company.

**12) 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.

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

**14) 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.

**15) COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:** The contractor shall be responsible for and shall pay compensation to his workmen which may be under the workmen's Act of 1923 (VIII of 1923) (hereinafter called the said Act) for any injuries suffered by them. If such compensation is paid by the company as principal under sub-section (i) of Section 12 of the said Act on behalf of the contractor under Sub-Section (2) of the said section, such compensation shall be recovered in the manner laid down in Clause as above. If the amount of compensation paid by the company as aforesaid exceeds the amount of security deposit made hereunder or any other amount due to the contractor such excess amount shall be paid by the contractor to the company.

(c) If under any circumstances whatsoever the company is held liable or responsible in any manner whatsoever for the default or omission on the part of the contractor in any matter whatsoever the company on demand shall be reimbursed by the contractor of all expenses or cost incurred by the company.

(d) The contractor shall on instructions from the officer of the company immediately remove from their operation under this contract any person employed thereon who may misbehave or cause any nuisance or be otherwise in the opinion of the company not a fit person to be retained on the operation and such person shall not be again employed or allowed on the operation without the prior written permission of the officer of the company.

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

Notwithstanding anything stated in this contract, the contractor shall make an ex-gratia payment of Rs.5,000/- (Rupees five thousand only) to the next of kin of the worker engaged by him or his sub-contractor in the event of death of the worker, arising out of and in the course of his employment under the contract or sub-contract within ten days from the date of death of such worker. For this purpose the contractor will obtain a declaration from every worker employed by him or his sub-contractor nominating his next of kin to whom this payment should be made. This declaration shall be filed with the Head of Personnel & Admn Dept. of the company. This payment will be over and above the compensation payable by the contractor under workmen's Compensation Act 1923 or any other applicable statute.

**17) DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.**

- a) The contractor shall fill the required number of drums of Phenol/Acetone and Carbouys of H<sub>2</sub>O<sub>2</sub> as informed over phone by the competent officer of the company.
- b) The contractor will load the above into trucks as informed over phone by the authorized officer of the company.
- c) The number of drums/carbouys to be filled on any particular day will be informed to the contractor over phone by the authorized officer the previous day of requirement.
- d) The number of Drums/carbouys to be loaded in any particular day will also be informed the previous day. However if the truck does not report for loading, the company will not be liable for the losses if any to the contractor.

**Signature of the contractor:**

**Name and Seal:**

**Date :**

**Place :**

**SAFETY CONDITIONS**

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

This safety agreement forms a part of Tender MKT/DRUM/MISC/10/18/03.

We, agree to accept / implement the following:

- 1) Laborers with sound health conditions only will be deployed.
  - 2) The laborers employed will be provided all statutory safety devices for the filling/loading activities.
  - 3) The laborers shall not roam around factory premises. They also should not prepare food etc. inside HOC premises.
  - 4) They will follow all relevant safety instructions when they are within HOC premises and during filling or loading operation.
  - 5) Alcoholism among laborers shall be checked by us.
- Accepted the above

**Signature of the transport contractor:**

**Name and Seal:**

**Date :**

**Place :**

**ANNEXURE V**

**TECHNICAL BID FORMAT**

Techno commercial Bid should contain the following details which must be uploaded in the nic website in pdf format:

1. Your covering letter of the offer on your company letter head.
2. Required EMD bank transfer details.
3. Proof of satisfactorily meeting all the Eligibility criteria Conditions given in Annexure-II
4. Signed copy of the Terms and conditions and Safety Conditions of the enquiry as given in Annexure-III & IV
5. Payment terms offered
6. Unpriced price bid format duly signed and sealed.

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PRICE BID FORMAT

TENDER NO. MKT/DRUM/MISC/10/18/03 due on 19.11.2018

SCHEDULE OF WORK FOR THE FILLING OF PHENOL/ACETONE/H2O2 IN DRUMS/CARBOUYIS AND LOADING THE SAME IN TRUCKS

We, ..... (name of the contractor) agree to provide sufficient laborers for the above work as and when requested by M/s Hindustan Organic Chemicals Ltd, Ambalamugal, Kochi – 682302.

SI No	Descreption	Rate (Per Number)
1	Rate for filling Phenol in drums using the semi automatic facility available at HOCL.	
Rate in words (Rupees..... per No)		
2	Rate for filling Phenol in drums under gravity.	
Rate in words (Rupees..... per No)		
3	Rate for filling Acetone in drums under gravity.	
Rate in words (Rupees..... per No)		
4	Rate for filling H2O2 in Carbouys using the semi automatic facility available at HOCL.	
Rate in words (Rupees..... per No)		
5	Rate for loading Phenol Drum into Truck	
Rate in words (Rupees..... per No)		
6	Rate for loading Acetone Drum into Truck	
Rate in words (Rupees..... per No)		
7	Rate for loading H2O2 carbouy into Truck	
Rate in words (Rupees..... per No)		

**Signature of the contractor:****Name of the contractor:****Name and Seal of the firm:****Date :****Place :**