

HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 032
Phone: (0484) 2720911, FAX No. (0484) 2720893
E- TENDER NOTICE

MAT/PUR/10859/22

07.09.2022

Dear Sir,

We are interested in appointing competent transport contractors meeting the eligibility criteria for the work of Transportation of LSHS/ FURNACE OIL-180 FROM BPCL/IOCL/HPCL, WILLINGDON ISLAND/ERNKULAM/IRIMPANAM TO HOCL, AMBALAMUGAL, KOCHI, KERALA, for a period of 1 year. The quantity required is approx. 20000 MT. 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 given below. HOCL has entered into an agreement with NIC for e-procurement through their portal 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.hoclindia.com and www.eprocure.gov.in

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

DESCRIPTION OF THE WORK:- TRANSPORTATION OF LSHS/ FURNACE OIL-180 FROM BPCL/IOCL/HPCL, WILLINGDON ISLAND/ERNKULAM/IRIMPANAM TO HOCL, AMBALAMUGAL, KOCHI, KERALA FOR 1 YEAR. LIFTING OF LSHS/ FURNACE OIL SHOULD BE STARTED IMMEDIATELY ON RECEIPT OF WORK ORDER FROM HOCL.

ESTIMATED VOLUME OF WORK: **20000 MT (+/- 20%)**

EARNEST MONEY DEPOSIT (EMD):- Rs.20,000/-

TENDER NO: MAT/PUR/10859/22, DATED-07.09.2022

DUE DATE OF SUBMISSION OF BIDS: – 21.09.2022, 2:00PM

DUE DATE OF OPENING OF BIDS: - 22.09.2022, 2:00PM

You may submit your offer through online before the due date and time specified.

Thanking you,

Yours faithfully,

For HINDUSTAN ORGANIC CHEMICALS LTD.

B. BALACHANDRAN
GM (MATERIALS)

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ANNEXURE I**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. Information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

ANNEXURE- II**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. Quotations shall be submitted online on or before the due date and time of closing the tender. The Techno commercial bid containing the Technical specification of the Products and Proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexure. The Price bid should be submitted in price bid format given (BOQ).
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 purchase and related documents forming part of this enquiry and agree to supply the goods 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.

ANNEXURE - III**Eligibility criteria for participating in the bid****Offers of bidders who satisfy the following Eligibility Criteria only will be considered .**

- a) The transporter should have adequate number of suitable road tankers at his disposal for the work. Transporter should own minimum 3 tankers in the name of the company/firm/partners, proprietors. Capacity of each tanker should not be less than 10 MT and maximum gross weight should be limited to 60 MT and with valid calibration certificate issued by legal metrology.
- b) Transporter should have executed transportation contracts of total value of Rs 78 lakhs for similar** products during last 3 financial years. Transporter should enclose copies of contracts along with technical bid.
- c) Transporter should have executed minimum one transportation contract of total value of Rs 19.50 lakhs for similar** products during the last 3 financial years. Transporter should enclose copies of contracts with technical bid.
- d) Transporter should furnish a Solvency certificate from a Scheduled bank worth minimum Rs. 9.75 lakhs
- e) Transporter should produce copy of valid Public Liability Insurance.
- f) 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.
- g) The existing registered vendors of HOCL and MSME registered vendors need not furnish the above details (b, c, and d) along with tender.

**"Similar Products - Include LSHS/ FURNACE OIL /ANY OTHER PETROLEUM PRODUCTS"

ANNEXURE-IV**TERMS & CONDITIONS OF TRANSPORTATION CONTRACT FOR LSHS/FURNACE OIL****TRANSPORTATION**

(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 General Manager 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. **QUANTITY:-** The tendered quantity of **20000 MT** is the approximate requirement for 1 year and will have to be lifted as per the dispatch schedule given by HOCL. Quantity variation of +/- 20% may be considered. Period of contract likely to be extended for another 1 year subject to satisfactory completion of first 1 year period.
3. **PRICE:-** The rate quoted should be firm (without any escalation) for a period of 1 year from the date of issue of Work order for transportation in view of the short distance involved.
4. **SUBMISSION OF BIDS:** Bids shall be uploaded as per the instructions given in Annexure I
5. **EARNEST MONEY DEPOSIT (EMD):-** A refundable **EMD of Rs. 20,000/-** to be submitted along with the technical bid. EMD may be submitted in the form of Bank transfer/RTGS through our banker M/s Central Bank of India , Thripunithura Branch , A/C No. 3580607136 , IFS Code:CBIN0284515. Details of bank transfer should be indicated in your technical offer. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. 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 SSI/MSME/NSIC need not submit EMD, but have to submit valid SSI/MSME/NSIC/UAM registration/exemption certificate along with the Techno-commercial bid.
6. **SECURITY DEPOSIT:** Total security deposit shall be **3%** of actual value of work. **3 %** 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 **3 %** of the total value of work executed on completion of work is recovered and will be released after completion of the contract period. The Initial Security Deposit shall be in the form of a Bank Guarantee from any scheduled Bank in the format prescribed by HOCL. PSU^S are exempted from payment of Security Deposit. Vendors registered with NSIC is also exempted from security deposit for an amount equal to the monetary limit mentioned in the certificate.
7. **OPENING OF TENDERS:** The Technical bids will be opened electronically at **2 PM on 22.09.2022**. Technically accepted bidders will be informed about the date and time of opening of the price bid.

8. **PRODUCT INSURANCE:** HOCL will be making arrangements for insuring the product to cover transit risks.
9. **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 damage to the public as per the act. Copy of such valid Public Liability Insurance shall be produced by the transport contractor in the event of placement of Work Order. Vehicle insurance also has to be done by the transporter.
10. **PLACEMENT OF ROAD TANKERS:** (1) Road tankers shall be placed in sufficient numbers as required by HOCL. (2) The product shall be uplifted from BPCL Willington Island Kochi /IOCL Ernakulam / HPCL Irimpanam as and when required by HOCL and allowed. (3) The tanker crew deployed in the road tankers shall be conversant with the product and shall be trained and licensed as per relevant acts. (4) The tankers engaged shall be fit for carrying the products (5) The tanker crew deployed in the road tankers shall be conversant with the hazards of FO transportation and shall be trained and licensed as per relevant acts.
THE MAXIMUM WEIGHMENT CAPACITY OF HOCL WEIGH BRIDGE IS 60 MT (GROSS). SO TANKERS MAY BE PLACED ACCORDINGLY.
11. **SAFETY AGREEMENT:** The transport contractor on whom Work Order is placed shall execute a Safety Agreement, copy of which is attached herewith.
12. **VOLUME OF WORK:** No guarantee can be given by HOCL for any definite volume of work. The indications of quantities to be transported are purely tentative, without any obligation to the company and cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than the estimated quantities.
13. **TRANSIT LOSS:** The maximum Transit Loss allowable per trip for the transportation of LSHS/FO from BPCL/IOCL/HPCL Storage at Ernakulam to HOCL shall be 0.50%. Recoveries will be made from the bills at the applicable rate for full quantity of shortage, if shortage exceeds the allowable limit.
14. **BILLS:** Bills for the transportation work done shall be submitted by the contractor once in every fortnight 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., BPCL/IOCL/HPCL Invoice No., Invoice Quantity and quantity accepted at HOCL. Deductions towards shortage and Income Tax deduction will be made from the bills as applicable.
15. **PAYMENT:** Payment will be based on the actual quantity of product received by HOCL at its weighbridge. Payment will be made within 30 days from date of submission of bill.
16. **SPLITTING OF CONTRACT:** HOCL reserves the right to split the quantity of work among the vendors in the ratio of **50:30:20** to ensure the continuity of the supply. The splitting will be as follows. The L-1 bidder will be eligible for 50% of the tendered quantity. The L-2 bidder will be eligible for 30% on matching the L-1 rate. The L-3 bidder will be eligible for the

balance 20% on matching the L-1 rate. In case L-2 bidder does not agree to match the L-1 rate, the next lowest bidder may be considered for supply, if he matches the L1 rate and so on. If no other bidder matches the L-1 rate, the full tender quantity will be placed on the L-1 bidder. If only one bidder agreed to match the L-1 rate, the tender quantity will be split into 60:40 ratio. The performance of the transporters will be closely monitored for the first two months with regards adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOCL may cancel the order and allot the quantity between the other vendors as per the discretion of HOCL.

17. **FORFEITURE OF SECURITY DEPOSIT:** The officer of the company, in his absolute discretion shall have the right to forfeit or appropriate the amounts due to the contractor or security deposits towards any sums that may be due to the company from the contractor on account of losses/damages in transit, liquidated damages costs of any services rendered by the company and/or any loss that may be sustained by the company as a result of breach by the contractor to render any or all the services under the contract to the satisfaction of the officer of the company without prejudice to other remedies open to the company under the terms of the contract or provisions of law.
18. 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.
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. **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.
21. **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.
22. **COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:**
 - A. 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.

- B. If under any circumstances whatsoever the company is held liable or responsible in any manner whatsoever for the default or omission on the part of the contractor in any matter whatsoever the company on demand shall be reimbursed by the contractor of all expenses or cost incurred by the company.
- C. The contractor shall on instructions from the officer of the company immediately remove from their operation under this contract any person employed thereon who may misbehave or cause any nuisance or be otherwise in the opinion of the company not a fit person to be retained on the operation and such person shall not be again employed or allowed on the operation without the prior written permission of the officer of the company.

23. 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.

24. 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.

25. 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 BENZENE.
- b). The tankers placed by the transporter for Furnace Oil transportation should be dedicated for the purpose of transporting the product.
- c). The contractor shall report to HOCL any accident/damage to the goods and vehicle immediately.

d). 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. INTEGRITY PACT: Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-VII. This document is essential and binding. In case a bidder does not sign & submit the Integrity Pact along with bid documents, his bid shall be liable for rejection

25. RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA

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

I herewith express my willingness to accept all the above Terms & Conditions in case work order is placed on me. I have signed all the pages of this Terms & Conditions in proof of acceptance. I understand that not accepting any of the conditions makes our offer liable for rejection.

Signature of the transport contractor:

Name and Seal:

Date :

Place :

ANNEXURE-V**SAFETY CONDITIONS**

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

This safety agreement forms a part of Tender MAT/PUR/10859/22.

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 the 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 the products/raw materials 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) All trucks used for transporting petroleum products like Benzene, Cumene, Acetone, LSFO/FO will have a valid Petroleum Licence issued by Explosive Department as per Petroleum Rule 1976.
- 7) The vehicle will be in good working condition with special reference to the following:-
 - a) Good quality painting and metal work
 - b) Tyres and stepney condition
 - 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. 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 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 Trem Card, Material Safety Data Sheet, Chemical Name Stickers and Emergency Action Procedure Stickers on trucks.
- 14) We shall strictly abide and obey all relevant points in Petroleum Rules 1976 and Central Motor Vehicles Rules 1989 (Rule 129 to 137).
- 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, overtaking, 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 while carrying Petroleum products, which 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 and by telegram to the Chief Controller of Explosives.
- 41) The contractor will contact HOC Safety Department officials for an y 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 – VI-A

COMMERCIAL TERM FORMAT-A
(To be printed on your letter head& uploaded)

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

Name and Address of Organization:

Phone No:

GSTIN :

E-mail id for correspondence:

Contact Person Name and Mobile No:

Whether registered with MSME/NSIC:
(If so pl. enclose documentary proof)

Payment Term offered.

Validity of offer:

Taxes Applicable:

Certificates provided along with supply.

Deviation in specification if any

Please confirm if your firm is blacklisted by any PSU :

Signature and Stamp

ANNEXURE- VI-B

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

Name of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put V in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
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
4iii	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-VII**INTEGRITY PACT FORMAT**

INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at 4th Floor, V Times square, Sector-15, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

..... herein after referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced / interested persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code/Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) A Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) /contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in India conforming to the anti- corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section-6- Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating Bidder(s)/ Contractor(s) /Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.

3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

10. Independent External Monitor Details:

- i. Name: Rajnisha Kumar Vaish, IAS (Retd.)
Mob No.: 9013807422
Address: Plot No.10, Greenwoods Govt. Officers Welfare Society Phase II,
Sector Omega 1, Pocket P2, Greater Noida,
Dist. GautamBudh Nagar, U.P.-201310
Email ID: rajnishakumar@gmail.com
- ii. Name: Arun Kumar Gupta
Mob No.:9833880764
Address: E-68B, Nandanvan CHS.
Sector 17, Nerul,
Navi Mumbai, Maharashtra, Pin-400706
E-mail ID: guptaarung55@rediffmail.com

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other bidder(s) 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman and Managing Director of HOCL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Navi Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

For & On behalf of the Principal (Office Seal)	For & On behalf of Bidder/Contractor(Office Seal)
Place:	
Date:	
Witness 1 (Name & Address)	Witness 2: (Name & Address)

ANNEXURE-VIII

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-IX

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

Date:

TO WHOMSOEVER IT MAY CONCERNS

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

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

Or .

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

Or

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