



HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)
AMBALAMUGAL, Ernakulam District, PIN – 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.
1	SECURITY ARRANGEMENTS IN FACTORY HOCL Tender Ref : PAD/2022/003

Tender documents may be downloaded from www.hoclkochi.com or <https://gem.gov.in/>.

Interested parties may please get registered with GeM portal (URL:<https://gem.gov.in/>) 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

Please submit your E-bids under the **two-bid system** confirming to the specifications and the terms and conditions.

For and on behalf of Hindustan Organic Chemicals Limited
(GSTN:32AAACH2663P1ZG),(CIN:I99999MN1960GOI011895)

(N.V.RAVIDEV)
GENERAL MANAGER (P&A)



HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)
AMBALAMUGAL, Ernakulam District, PIN – 682 032.
Phone: (0484) 2720911, FAX No. (0484) 2720893

PAD/2022/003.

Date: 07.03.2022

M/s.

Dear Sir,

Hindustan Organic Chemicals Limited is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for **SECURITY ARRANGEMENTS IN FACTORY** HOCL has entered into an agreement with M/s. GeM for e-procurement through their portal <https://gem.gov.in/>. You may please get registered as a vendor with GeM for participating in this tender.

Tender documents are uploaded in HOCL website www.hoclkochi.com and <https://gem.gov.in/>.

Index of documents enclosed is attached herewith your tender.

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

Thanking you,

Yours Faithfully,
For Hindustan Organic Chemicals Limited (CIN: L99999MH1960GOIO11895),

(N.V.RAVIDEV)
GENERAL MANAGER (P&A)

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ARRANGEMENTS IN FACTORY

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HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)
Ambalamugal P.O.,Ernakulam District, Kerala – 682 302.

Tender No: PAD/2022/003

SECURITY ARRANGEMENTS IN FACTORY

***THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND
SUBMITTED ALONG WITH THE E-TENDER***

SCOPE OF WORK

Contractor shall be responsible during the period of the contract, to protect, the plant, machinery, equipment, materials and assets of HOCL in its unit at Ambalamugal, and also to check the incoming and outgoing vehicles, employees, staff, officers and visitors, reception and guiding of visitors supervising of unloading and loading of materials, intermediaries and finished goods, internal investigation of thefts, pilferages etc. as and when occur, to provide protection to the VIPs and executives of HOCL at the time of trouble and turmoil, operate the yard/street/factory lighting systems, supervision of time punch clocks, escorting of cash vehicles during transportation, maintaining security registers and all ancillary or incidental works for better effective and tight security system and to comply with all instructions or orders issued by HOCL from time to time in this matter and for this purpose to deploy to the unit at Ambalamugal, at its responsibility and expense required/ sufficient number of competent security personnel.

OBLIGATIONS,RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR.

The contractor understands, recognizes and agrees that it is its obligation, responsibility and liability.

1. To engage and deploy to the unit of HOCL at Ambalamugal, sufficient number of competent security personnel for effectively discharging its obligation under the contract. The contractor shall verify the character and antecedents of the personnel to be deployed at HOCL, and shall submit certificates of such verification to HOCL before their deployment.

2. To deploy security personnel at HOCL, Ambalamugal as shown below.

- i. Security Officer : 01 (One)
- ii. Security Supervisor : 03 (Three) - 01 each in Three shifts
- iii. Security Guard (unarmed) : 30 (Thirty) - 10 each in Three Shifts
- IV. Lady Searcher : 01(One)

3. To deploy additional number of Security personnel depending on additional requirements on account of tightening security function and other outside security requirements as and when required. HOCL reserves the right to reduce/increase the

number of guards to be engaged, change the shift timings and deployment of personnel according to its convenience/requirement.

4. To periodically rotate the Security Supervisors and Security Guards and to ensure that the maximum tenure of continuous engagement of any Supervisor or Guard in HOCL does not exceed Six months.

5. To provide at least 90% security men from Ex- service men category. The agency should provide security arrangements with properly trained & competent Ex-service personnel 24 Hrs of the day with a working schedule of 8 hours per day.

6. To provide Uniforms with caps, rain-coats, great coats and other Kit to the security personnel deployed for duty to the Unit at Ambalamugal.

7. To provide all the security personnel deployed for duty at HOCL, Ambalamugal with photo-identity cards and to ensure that the security personnel wear the I.D card while on duty.

8. To pay to the security personnel deployed for duty their salary/wages and other service benefits as per the guidelines laid down by the Director-General of Resettlement.

9. To comply with all extant and applicable labour laws.

10. To immediately remove any security personnel as per the request of HOCL and to substitute with qualified and competent persons.

11. To ensure discipline and good conduct of the security personnel deployed for duty at HOCL, Ambalamugal .

12. To raise the bill in the prescribed manner with the supporting documents towards wage and allowances of security personnel as per DGR guidelines and Service Charge on monthly basis. The bill against wages and allowances of security personnel shall be raised as per the guidelines laid down by the Director-General of Resettlement from time to time during the period of this contract.

13. The details of Wage amount, Service Charges, Service Tax, etc. shall be shown separately in the Invoice. The bill shall be supported by details of security personnel deployed, wages payable ESI, EPF contributions, etc.

14. To comply with the provisions of the Contract Labour(Regulation & Abolition) Act and Rules there under.

15. To bring to the notice of HOCL all actions and incidents that the security staff may come across during the course of their duty and to enter the details of incidents/observations in the register maintained in that behalf and to submit the same to the General Manager (P&A) of HOCL, Ambalamugal before 11 A.M on all working days.

16. To inform telephonically HOCL, Ambalamugal of any matter of an urgent nature. Any such matter informed shall be confirmed subsequently in writing.

17. To ensure that in the event of strike, lockout, commotion, etc. in HOCL, Ambalamugal the security personnel deployed for duty do not join such activities and they shall continue to maintain the security arrangements.

18. To indemnify and keep HOCL harmless of any loss or damage caused by any act of negligence, omission or other causes of the contractor or any of its security personnel deployed for duty or by reason of failure of the Contractor.

19. To comply with provisions of any applicable law or to make payment due to the security personnel etc. and the decision of HOCL in this behalf shall be final and binding on the contractor.

20. To withdraw all the security personnel deployed for duty immediately on expiry of the period of the contract or on its earlier termination and to settle the accounts of the security personnel consequent thereto without delay and in such a way that HOCL shall not be liable or made liable in this matter in any way.

21. To avail the accommodation provided by HOCL to the security personnel in lieu of HRA.

RIGHTS, OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES OF HOCL

a) To specify and inform the points/area where security personnel have to be posted and the number of security staff to be posted at each of such points/areas. The points/areas of deployment may be changed according to requirements.

b) To inform the Contractor the withdrawal/removal of any security personnel whose performance or conduct is found unsatisfactory.

c) To inform immediately on noticing about any misconduct or commission of theft or any other act of indiscipline or conduct unbecoming of a security personnel, to the Contractor.

d) To impose penalty as deemed fit on the Contractor for non- performance of any of the obligations and responsibilities under clause III above.

e) To make payment on the basis of the bill submitted by the Contractor by cheque within 15 days on submission of bills after deducting contributions towards ESI, EPF and other statutory obligations in this regard.

f) To provide accommodation to the security officer, supervisors and security guards deployed by the Contractor for HOCL on a nominal rent in lieu of House Rent Allowance.

THE CONTRACTORS UNDERSTANDING

a) Apart from payment as per its monthly bill, the Contractor is not entitled to make any other claim on HOCL and HOCL have no other financial commitment in the matter.

b) That payment as per the monthly bill of the Contractor is subject to all applicable statutory deductions.

c) That the Contractor is responsible and liable to make payment of all benefits monetary or otherwise as per extant laws, to the security personnel deployed for duty in HOCL, Ambalamugal and Township.

d) That HOCL shall have full authority to terminate this contract, without prejudice to any other right HOCL has in this respect, without notice in the event of any serious complaints against or incidents happening due to the negligence of security personnel deployed for duty to the Unit at Ambalamugal which affects the business/image of HOCL.

e) The Contractor is bound by the general terms and conditions of Contract and GCC of HOCL in addition to the above terms and conditions.

WAGES / SALARY TO THE SECURITY PERSONNEL

The wages payable to the personnel will be as per the rates notified / revised by DGR from time to time. Billing to cover extra men required as relief on Sunday / Holiday/ Weekly Off/ Leave etc. of the Security personnel shall be as per DGR guidelines.

SERVICE CHARGE

In addition to the wages of the security personnel, the contractor will be will be paid Service Charge as per the quotation submitted by you.

GENERAL

- a. GST will be paid at the applicable rates.
- b. HOCL reserves the right to reduce / increase the number of guards to be engaged, change the shift timing and deployment of personnel according to its convenience / requirement.
- c. Additional manpower is to be deployed as and when required by HOCL for which the payment will be made at the above rates.

TERMINATION

HOCL shall have full authority to terminate this contract, without prejudice to any other right HOCL has in this respect, without notice in the event of any serious complaints against or incidents happening due to the negligence of security personnel deployed for duty to the Unit at Ambalamugal and its Township at Irimpanam which affects the business / image of HOCL.

However in normal case the contract can be terminated by either party by giving three months' notice in writing to the other of its intention to terminate the contract.

AGREEMENT

The successful tenderer/contractor, within 21 days from the date of work order shall execute at his cost and expense an agreement with the company in the prescribed format on a non-judicial stamp paper of appropriate value. The format of the agreement is given in our GCC and forms a part of this tender.

SPECIAL CONDITIONS OF CONTRACT

THE CONTRACTOR SHALL AGREE TO THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT IN TOTO WITHOUT ANY DEVIATION WHATSOEVER.

- a) The Unit of HOCL at Ambalamugal, has set up a Chemical Plant for manufacture of Phenol, Acetone and Hydrogen Peroxide which is classified as a Major Accident Hazard (MAH) Installation.
- b) The Unit of HOCL at Ambalamugal, requires constant vigil and security arrangement to protect its plant, property and for checking the ingress and egress of men, materials and

vehicles at its factory at Ambalamugal and for this purpose has invited quotations from the Director-General of Resettlement Empaneled / DGR sponsored security agencies.

c) The Contractor/ Agency has in detail studied various aspects of the matter including the obligations, responsibilities and liabilities and they have fully understood the entire work, which is agreed upon as follows.

d) HOCL requires contractors who are to provide vigil and security arrangement to its plant, property materials in the unit at Ambalamugal, and to check the ingress and egress of men, materials, vehicles, etc. to the Unit at Ambalamugal and the contractor/ Agency agrees to accept the same without any conditions whatsoever.

DOCUMENTS TO BE FURNISHED IN THE TECHNICAL BID:

1. Experience in handling security of Industrial establishments.
2. Total number of ex-service guards under your establishment with Service No, Rank, name address, age and the past experience details and contact no, etc.
3. Total number of security supervisors with Service No, Rank, name, address , age and the past experience details and contact details, etc.
4. Details of office premises including contact persons, address, telephone,etc.
5. Copy of DGR sponsorship letter.
6. Copy of valid DGR empanelment certificate.
7. Copy of PSARA Licence for state operation for security agencies.
8. Copy of power of attorney(If applicable)
9. Copy of PAN Card.
10. Copy of GST registration.

INTEGRITY PACT :

As per CVC Guidelines in the event of order placement, parties whom the order is placed has to sign Integrity Pact if the purchase order value is 50 lac or above. Format is given along with tender document."

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HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)
Ambalamugal P.O.,Ernakulam District, Kerala – 682 302.

Tender No: PAD/2022/003

SECURITY ARRANGEMENTS IN FACTORY

GENERAL TERMS AND CONDITIONS

***THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND
SUBMITTED ALONG WITH THE E-TENDER***

PREQUALIFICATION CRITERIA

The Tenderer should be an Ex-Servicemen Security agency empanelled with DGR and sponsored by DGR for the above work in HOCL with effect from 01.04.2022.

EARNEST MONEY DEPOSIT

NIL

COST OF TENDER DOCUMENTS

NIL

RATES

The wages to the security personnel engaged will be as per the rates notified by DGR from time to time. The bidder needs to quote only **the Service Charges (Percentage)**. GST as applicable shall be paid.

SECURITY DEPOSIT

As per DGR Guidelines.

PERIOD OF CONTRACT

The period of the contract shall be initially for One Year with effect from 01.04.2022 which can be extended further as per DGR Guidelines.

SCOPE OF SUPPLY

Please see "SCOPE OF WORK" and "CONDITIONS OF CONTRACT"

TIME OF COMPLETION

The period of the contract shall be one year from 01.04.2022.

VALIDITY OF THE TENDER

The tender shall be kept valid for acceptance for a period of THREE months from the last date prescribed for receipt of the tender.

A Tenderer shall not be entitled during the said period of three months without the consent in writing of the company to revoke or cancel his tender or to vary the tendered rate or any terms thereof.

PRICE

The Contract will be awarded on fixed all-inclusive price unless otherwise specified. All rates in the tender shall cover applicable taxes, levies and duties. However applicable GST will be paid by HOCL subject to the successful tenderer having GST registration with Central Excise.

The price shall be quoted both in figures and words. In case a tenderer has quoted two different prices in words and figures the lower of the two will be considered valid and binding on the tenderer.

PAYMENT TERMS

The payment will be effected on the basis of the claim made in the prescribed manner with supporting documents.

DEFECT LIABILITY PERIOD

AS PER GCC

AGREEMENT

The contractor has to execute an agreement with HOCL in the prescribed format on a non judicial stamp paper of appropriate value and in case of placement of work order.

INTEGRITY PACT :

As per CVC Guidelines in the event of order placement, parties whom the order is placed has to sign Integrity Pact if the purchase order value is 50 lac or above. Format is given along with tender document."

DUE DATE & TIME:

Due date for submission of tender is (Closing date) **22.03.2022 at 02.00 pm.**

OPENING OF BIDS:

The Technical Bids will be opened on **22.03.2022** at **02.30 PM** electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

VALIDITY OF OFFER: Offer shall be valid for a minimum period of 90 days from the last date of submission stipulated for the tender.

SUBMISSION OF BIDS: Thro' GeM

PRICE BID SUBMISSION-BOQ:

The wages to the security personnel engaged will be as per the rates notified by DGR from time to time. The bidder needs to quote only **the Service Charges (Percentage)**. GST as applicable shall be paid.

RIGHT TO REJECT A BID:

HOCL reserves the right to reject any bid due to reasons such as (a) Vendor not following above bidding procedures (b) Vendor not being technically acceptable to HOCL (c) Not enclosing EMD with the techno commercial bid or EMD paid being lesser than the stipulated amount (d) Vendor not agreeing with the general conditions of the tender. (e) Not enclosing any particular documents asked for (f) Any other valid reasons.

SIGNING & SEALING ON ALL PAGES OF BIDS:

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

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HINDUSTAN ORGANIC CHEMICALS LIMITED
 (A Government of India Enterprise)
 Ambalamugal P.O.,Ernakulam District, Kerala – 682 302.
Tender No: PAD/2022/003

SECURITY ARRANGEMENTS IN FACTORY
TECHNICAL BID (FORM – A)

THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND SUBMITTED ALONG
WITH THE E-TENDER

PRO-FORMA-TECHNICAL BID

DETAILS OF EXPERIENCE, EMPANELMENT CERTIFICATE WITH DGR, SPONSORSHIP LETTER FROM DGR, PSARA LICENCE, PAN CARD AND GST REGISTRATION SHALL BE FILLED IN THE FORMAT AND COPIES OF THE SAME SHALL BE UPLOADED ALONG WITH THE TECHNICAL BID.

NAME OF WORK: SECURITY ARRANGEMENTS IN FACTORY

- 1. Details of previous experience(Copies of experience certificates and work orders to be attached)**

Sl No.	Name of the Industry/Firm	Period of Contract		Work Order
		From	To	Value Rs.

- 2. Details of Empanelment with DGR` (Copy of Certificate to be attached)**

Certificate No.

Date:

- 3. Details Sponsorship Letter from DGR (Copy to be attached)**

DGR Sponsorship Letter Ref. No.

Date :

- 4. Details of PSARA Licence (Copy to be attached)**

Licence No.

Date

5. **PAN No: (Copy of PAN Card to be attached)**
6. **GST No.....(Copy of Certificate to be attached)**
7. **Annexure A (Labour Laws requirements) signed and sealed is attached.**
8. **Annexure B (Labour Laws Check List) signed and sealed is attached**
9. **Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached**
10. **Annexure D (Declaration of Blacklisting / Holiday Listing) duly filled, signed and sealed is attached**
11. **Annexure E (Commercial Bid Declaration) duly filled, signed and sealed is attached**
12. **Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.**
13. **Annexure G (Format of Integrity Pact) signed and sealed is attached.**
14. **Annexure H (Bid Security Declaration)Undertaking) signed and sealed is attached.**

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

Signature of the Tenderer :

Name of the Tenderer :

Full Address :

Telephone No:

E-mail:

Place :

Date : (Office Seal)

ANNEXURE – A

ESI, PF, LABOUR LAW ETC. – REQUIREMENTS

1. ESI As per the ESI Act 1948

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

2. Safety Regulations and General Conditions of Contract

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

3. Workmen Compensation

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

4. Personal Protective Equipments (PPE)

You are requested to use personal protective equipment such as

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

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

1. Face Mask
2. Face Shield
3. Hand Gloves

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

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

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

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

5. Labour Laws & Provident Fund

You are requested to possess:

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

6. Guidelines to Contractors/Suppliers for Environmental Protection

- Contractors/suppliers shall ensure that impact due to the environmental aspects of goods and services is minimum.
- Effluent generated during the activity is to be routed to effluent treatment plant as per the instructions given by the Engineer-in-Charge.
- Hazardous waste generated during the activity is to be disposed in accordance with Hazardous Waste (Management & Handling) Rules as per the instructions given by the Engineer-in-Charge.
- All other solid wastes are to be disposed as per the instructions given by the Engineer-in-Charge.
- Avoid leaks and spills to minimize 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.

8. **HOCL Company premises is declared as "PLASTIC FREE ZONE". Hence, plastic carry bags or any plastic item having thickness less than 75 microns should not be used/brought inside the Company. Violation of the same by the contractor or his employees will be an offence as per Company Rule.**

ANNEXURE - B

LABOUR LAWS – CHECK LIST

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

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

2. ESI Act 1948

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

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

3. The EPF & MP Act – 1952

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

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

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

ANNEXURE - C

SAFETY, HEALTH & ENVIRONMENT (SHE) CONDITIONS

The following Safety, Health and Environment conditions shall apply to the Contractor those who are working at HOCL, Ambalamugal.

- Shall ensure the availability and suitability of qualified and experienced personnel at the site for effective and efficient SHE management.
- Shall ensure that the equipment, materials, consumables are in conformity with the requirements.
- Shall ensure that all equipments/scaffolding used are having adequate stability.
- Shall ensure that appropriate and adequate PPEs are provided and worn by the personnel involved.
- Shall ensure that safety signs are posted as appropriate to the activity/hazard as required.
- Shall ensure the removal of material from site, which do not conform to the requirements.
- Shall ensure no adverse impact on environment due to activities.
- Shall maintain proper close supervision over their employee's activities.
- Shall identify the hazards related to their nature of work being executed and develop methods to eliminate/control those hazards where required to prevent any unwanted incidents/accident.
- Shall educate/train the workers throughout the work and improve their SHE awareness.
- Shall ensure adequate hygiene, (i.e. cleanliness, environment free from dust and fume, proper lighting and drinking water to all worker employed by the contractor).
- Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:
 - Vehicles & equipments
 - Tools, equipments, lifting appliances
 - Safety equipments
 - Fire protection
- Shall at his own expenses from time to time and whenever required clear away and remove all rubbish/scrap/unwanted materials from its work area to designated area.

- Shall report all incidents/accidents occurring if any connected with the job. The Contractor shall prepare and submit an incident/accident report to OWNER's Safety Department.

ANNEXURE - D

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s.

_____ which is submitting neither the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by any Government Public Sector company (CPSU) or any of the administrative ministries, except as indicated below:

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

In the case of a Partnership Firm:

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

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

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by any Government Pubic Sector Company (CPSU) or any of the administrative ministries, except as indicated below: (Here give particulars of blacklisting or holiday listing, and in absence there of state "NIL")

It is understood that if this declaration is found to be false in any particular, Hindustan Organic Chemicals Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

PLACE:

DATE:

SIGNATURE OF THE BIDDER

- report to OWNER's Safety Department.

.....

ANNEXURE - E
ANNEXURE TO BID AGAINST TENDER NO _____
(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

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

(For Purchase Order/ Work Order with estimated value more than FIVE Lakhs)

**ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER
NO _____**

(KINDLY FILL AND SUBMIT ALONG WITH OMMERCIAL/TECHNICAL BID)

Name of the Bidder:		
SL No.	Commercial Clauses	Bidder Confirmation(Please put \surd)
1	Please mention whether you are a Class-I/Class II Local supplier.(Please see the definition given below)	Class I <input type="checkbox"/> Class II <input type="checkbox"/>
2	Specify the percentage (%) of local content.	----- %
3	Details of location at which the local value addition is made	
4	Mention whether the product offered is manufactured in India under a license from a foreign who hold intellectual property rights and there is a technology collaboration agreement / Transfer of technology agreement.	Yes / No

SELF DECLARATION OF LOCAL CONTENT

We hereby declare that the percentage (%) of local content specified against mentioned against SL.No.2 is _____%.

We also understand that submitting False self-declarations and auditors will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to Two Years as per the Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under Law.

DATE:

SIGNATURE AND STAMP

Definitions

Local Content: - The amount of value added in India(Total value of item procured minus the value of imported content in the item(including all customs duties) as a proportion of total value, in percentage.

Class I Local Supplier: - Supplier or service provider whose goods AND services or works offered for procurement has local content equal to or more than 50%.

Class II Local Supplier: - Supplier or service provider whose goods AND services or works offered for procurement has local content more than 20% but less than 50 %.

Purchase Preference: -Will be as per the applicable Government order.

DATE:
STAMP

SIGNATURE AND

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. Gautam Budh 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)

(To be signed on Rs.200/- stamp paper if the work is awarded)

BID SECURITY DECLARATION

TENDER ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST

No. _____

I/We.....hereby
declare that:

- 1, I will not revoke the tender within the stipulated period/Validity period OR increase the quoted rates.
2. I will commence the work on intimating to start the work/on receipt of letter of Indent.
3. I will not withdraw or amend the tender or impair or 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 & STAMP OF THE BIDDER