



हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड

**HINDUSTAN ORGANIC CHEMICALS LIMITED**

(A Government of India Enterprise)

AMBALAMUGAL, Ernakulam District, PIN - 682 032.

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

Email: kochi@hocl.gov.in

**OPEN 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	<b>CANTEEN CONTRACT-2020-21</b> <b>HOCL Tender Ref : PAD/2020/007</b>

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

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

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)

D.SINDHU  
GENERAL MANAGER(P&A)



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

PAD/2020/007.

Date: 25.08.2020

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 **CANTEEN CONTRACT-2020-21**. HOCL has entered into an agreement with M/s. NIC for e-procurement through their portal <https://eprocure.gov.in/eprocure/app>. You may please get registered as a vendor with NIC for participating in this tender.

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

**Index of documents enclosed is attached herewith. You are requested to kindly go through the (i) Scope of Work (ii) General Instruction to bidders for online bid submission (iii) General Conditions of Contract (iv) Technical Bid (Form A) in detail before preparing/submitting 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),

D.SINDHU  
General Manager (P&A)

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**HINDUSTAN ORGANIC CHEMICALS LIMITED**

(A Government of India Enterprise)  
Ambalamugal P.O., Ernakulam District, Kerala - 682 302.

**Tender No: PAD/2020/007**

**CANTEEN CONTRACT 2020-21**

**SCOPE OF WORK**

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

**SCOPE OF WORK**

**THE CONTRACTOR SHALL AGREE TO THE FOLLOWING WITHOUT ANY DEVIATION**

1. The canteen shall be run and conducted by the Contractor / Licensee in accordance with the advice and direction of the authorized representatives of the company. The Contractor / Licensee shall:

a) Serve and conduct the canteen in accordance with the directions of the authorized representatives of the Company.

b) Serve wholesome tasty foods and refreshments at the specified hours as notified to him.

c) Serve tea, coffee, snacks in the various departments at fixed hours as notified to him.

d) Serve food to the employees during the shift work and abide by the alterations made in the working hours as and when notified to him.

e) Supply food and refreshments to the guests on reasonable notice being given by the authorized officer.

f) Make arrangements to serve meals, tea and eatables in the canteen and inside the factory and office during day and night at prescribed hours.

g) Make arrangements to serve such number of packed meals at the work spots/office as may be required by the company.

h) Make arrangements to prepare additional items of foodstuffs and serve as and when required by the company.

i) Provide tiffin carrier service whenever required.

2. The Contractor/Licensee shall supply food items to employees at the price agreed against coupons printed and issued to the employees by the company. Tea/Coffee

shall be supplied to all needy employees and others without any coupon transaction.

3. The Contractor/Licensee shall supply food items to persons other than employees/apprentices as directed by the Company or its authorized representatives against Guest Coupon.

4. The Contractor/Licensee shall strictly follow the menu given to him by the authorized representative of the company from time to time and the timing of supply of items notified to him.

5. The Contractor/Licensee shall abide by the directions given to him by the officers concerned authorized in this behalf.

6. The Contractor/Licensee shall not sell any food items to outsiders.

7. The Fuel (LPG) required for cooking should be arranged by the contractor. It shall be the responsibility of the contractor to ensure timely procurement of LPG cylinders and its related arrangements with the supplier.

Company shall reimburse the cost of actual numbers of cylinders used subject to a maximum of 60 nos. of 19 kg. LPG cylinders per month at the rates of BP/HP/IOC to the contractor.

8. The Company shall provide free of charge (A) accommodation for preparing and serving of meals (B) furniture, Vessels, utensils and electrical/gas equipment for cooking. The utensils provided shall be kept in good condition by the Licensee and any damage shall be immediately reported to the Company. There should not be shortage of utensils for cooking / serving at any point of time and in case of loss of any utensil the Licensee shall immediately replace the same with the same quality of utensil. The utensils/equipment supplied by the company to the Licensee should be made available for inspection by the Company's representatives as and when required. Any shortage found during the physical verification, the cost shall be recovered from the Licensee.

9. Electricity and water required for the canteen will be supplied free of cost.

10. The Contractor/Licensee shall be responsible for the proper upkeep of all furniture, electrical equipment, utensils and all other articles entrusted to him by the COMPANY, in clean and hygienic conditions and in proper order. The Contractor/Licensee shall be liable to bear the cost of reconditioning of any of the items of furniture/vessels/utensils etc. supplied to him in case of damages caused due to the neglect of the contractor/his workers. He will be liable to replace any items stolen, lost or missing and also will be liable to make good to the company any shortages. The Contractor/Licensee is bound to hand over all items supplied by the company, when the contract is terminated and obtain a clearance certificate before the final settlement is effected. The cost of any such articles not handed over and all other amount due from him to the Company will be recovered from the Contractor's security deposit or otherwise.

11. In the event of any strike, lay-off, lockouts or closure or any other such happenings in the company, if the canteen cannot be run for all or any of those reasons, the Company shall not be liable to the Licensee for any loss/damage caused thereby. In the event of any strike or lockout, it would be the responsibility of the Contractor/Licensee to ensure proper functioning of the canteen and supply food items to the employees inside the plant premises as directed by the company.

12. The Contractor/Licensee shall maintain the Canteen premises including toilet

and bathrooms near the canteen, furniture, utensils and equipment in clean and hygienic conditions and shall be responsible for the safe and careful custody and use of all such items entrusted to him and shall always strictly carry out the directions given by the Company in this behalf, including washing of the Canteen Hall and Kitchen at least once a day. For this purpose of cleaning, he should procure all materials necessary for cleaning such as VIM, SANIFRESH, SODA ASH, PHENYL, BROOM STICK etc. at his cost. FIREWOOD SHALL NOT BE USED IN THE CANTEEN KITCHEN.

13. Records as per rules and regulations promulgated by the State Government for the purchase and use of controlled articles, such as Rice, Wheat, Sugar, etc. will at all times be correctly maintained by the Contractor/Licensee.

14. The Contractor/Licensee shall allow free access to the Company Doctor or such other persons deputed by the Company to inspect the premises of the Canteen including the Kitchens, Serveries, and Store Rooms etc. to determine the quality of the raw materials, food, hygiene and sanitary conditions in the place.

15. The Contractor/Licensee shall maintain a complaint book which shall be easy to access to the employees of the company and he is bound to take cognizance of such complaints and bound to redress all reasonable complaints. Whether a complaint is to be deemed reasonable or not shall be decided solely by the Company.

16. The Licensee shall procure good quality provisions, vegetables and other items required for cooking as per the specifications given by the Company. Quality / brands of some major items like rice, atta, coconut oil, tea, coffee etc. will be as per the specifications given below.

RICE: - PAVIZHAM / NIRAPARA / DOUBLE HORSE / PONNI / SADYA  
ATTA: - ANNAPURNA / ELITE / BRAHMINS / PILSBURY / ASHIRWAD  
COCONUT OIL: - KERA / KPL SUDHI / KLF NIRMAL / PARACHUTE.  
TEA: - KANAN DEVAN / AVT / BROOKE BOND RED LABEL  
COFFEE: - TATA / BROOKE BOND  
MILK - MILMA ONLY

COOKING OIL SHALL NOT BE REUSED. The contractor shall take away the used oil from the canteen on daily basis and dispose the same in an environment friendly manner. For preparation of **Biriyani, pure Ghee only should be used and other vegetable oil like 'Vanaspathi', etc shall not be used.**

The Company will have the right to change any or all the above brands and also to specify quality /brand for any item used for cooking at any point of time during this contract. The Company has the right to exercise quality-control on the items used for preparation of food and also on the food items prepared and if found unfit for consumption and poor in quality the item will be rejected. The Company will have the right to check the quality of raw materials and also has the right to impose fine on the Contractor for any adulteration in food stuffs and serious lapses in maintaining the quality of the food stuffs.

17. The Contractor/Licensee shall engage adequate number of workers for the smooth running of the canteen. The details of workers so engaged by the canteen contractor should be made available to the Management. The canteen workers shall be engaged and paid by the Contractor/Licensee and they shall not be considered as the Company's Employees in any manner, whatsoever. The canteen Contractor has to make all the payments and perquisites including bonus to the canteen workers. The Contractor/Licensee shall be responsible to company for their good behaviour. The

Contractor shall be responsible to settle all disputes, whatsoever, that may arise between the Contractor/Licensee and his workers. Licensee shall arrange for a competent Canteen Manager at his cost. The contractor will engage adequate number of supervisors for the supervision of the functions of the canteen. One supervisor shall be available in the canteen round the clock to supervise the functions of the canteen and to ensure quality, quantity and hygiene of raw materials used for cooking and food. The supervisor shall also ensure the general hygiene of the canteen and the workers engaged in cooking and serving of food.

18. The Contractor/Licensee hereby indemnifies the company against all claims and damages or injuries or death of his employees.

19. The Licensee shall ensure periodical medical examination of the Canteen workers engaged by him in the canteen and ensure production of fitness certificate from such medical officers as may be directed by the Company.

20. Suitable clean uniforms including shoe and caps as approved by the Company shall be provided by the Licensee to those serving in the canteen at the contractor's cost. The Licensee shall be responsible for the conduct, behavior and activities of his workers.

21. In case the conduct of any of the canteen supervisor or worker is not found satisfactory, the Licensee should evict them from Company premises. In such cases, the Contractor/Licensee should make arrangements for replacement forthwith.

22. The Licensee/Contractor shall observe and comply with the provisions of all labour and industrial enactment and shall comply with and implement the provisions of the FACTORIES ACT, EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, THE EMPLOYEES STATE INSURANCE ACT, MINIMUM WAGES ACT, PAYMENT OF WAGES ACT, PAYMENT OF BONUS ACT, WORKMEN'S COMPENSATION ACT, CONTRACT LABOUR (REGULATION & ABOLITION) ACT and any other law, levies & taxes, if any and all such other enactments as applicable to him and his workers.

The Contractor/Licensee should ensure that the canteen workers engaged by him are not paid less than the notified minimum wages. The contractor should meet the obligations under the Contract Labour (Regulation & Abolition) Act and maintain all registers, records etc. in respect of his workers under the said Act and rules thereunder. The Licensee/Contractor shall register his employees under the EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT and EMPLOYEES STATE INSURANCE ACT and the regulations framed thereunder and pay the contributions, charge and other amounts payable under the said enactments and also submit the returns, statements etc. and maintain all registers & records required under such provisions of law. If the Licensee commits any default in discharging obligations as aforementioned in this case, and in that event, if the company had to sustain any loss or damage by making payments due to the authorities mentioned above in discharge of the statutory liability on behalf of the Licensee, the Company shall have every right to deduct such amounts from the bill amount payable to the Licensee. The Contractor/Licensee should take license under the provisions of Contract Labour (Regulation & Abolition Act) 1970 and produce the same to the company. Notwithstanding anything stated in this contract, the contractor shall be responsible for any payment under the WORKMEN'S COMPENSATION ACT, FATAL ACCIDENTS ACT and any other enactments as applicable to the canteen workers engaged by him. Contractor has to provide suitable Insurance coverage for the canteen workers who are not covered under ESI scheme.

23. The Contractor/Licensee shall engage only adults between 18 years and 58 years of age in the canteen and females will not be allowed to work in the canteen during

the period from 18.00 Hrs to 07.00 Hrs.

24. On expiry of the term or termination of contract, the contractor shall withdraw all his workmen and submit proof of final settlement of the dues of the workers.

25. The Licensee shall not sublet, assign or transfer the contract given to him.

26. The Company will be at liberty to remove the Licensee without any notice, if the quality is substandard and the Licensee is grossly negligent in observing any of the conditions of the contract.

27. The Licensee shall make his own arrangements for collection and disposal of canteen garbage at his own cost and same will be dumped at the specified place directed by the Company outside the canteen building.

28. The Licensee will ensure that he or his responsible representative is present at the canteen round the clock, to take care of the canteen affairs.

29. Drinking or serving alcoholic beverages is strictly forbidden in the premises of the Company. The Licensee shall be responsible for the proper behavior of his staff and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Licensee shall be bound to prohibit and prevent his workers from trespassing or acting in any way detrimental or prejudicial to the interest of the company of the properties or occupiers of land properties in the neighborhood and in the event of a worker so trespassing, the Licensee shall be responsible for the same and shall relieve the Management of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Company upon any matter arising under this clause shall be final and binding on the Contractor/Licensee.

30. If and when required by the Company, the Licensee's personnel entering upon the Company's premises shall be properly identified by badges issued by the Company, which must be worn at all times in the Company's premises.

31. The Contractor shall also arrange for supply of milk to the employees after every shift against coupons issued by the company for this purpose. The cost of the MILMA Milk so supplied to company employees shall be paid by the Company to MILMA directly. If there is any shortage in the no. of coupons collected from employees, the value of the same will be recovered from the contractor.

32. The rate (coupon value) agreed upon and fixed for different items shall be firm for the entire period of contract.

**33. Company shall pay a fixed sum of Rs. 11,00,000/- (Rupees Eleven Lakhs only) per month as lumpsum monthly payment to the contractor by way of reimbursement of fixed cost which includes milk distribution service charge also. This amount shall be firm during the period of Contract.**

34. In case of violation of the terms of this agreement, the Contractor/Licensee shall be liable for payment of damages to the company. In such case, the damages assessed by the Company shall be binding on the Contractor/Licensee.

35. In case of default on the part of the Licensee to supply any of the items sufficiently or if the Licensee fails to supply good quality food/eatables/tea/coffee etc. or if he fails to comply with any provisions of this agreement, the

company shall have the right to impose penalty on the Contractor/Licensee as deemed fit for each default, in addition to the recovery of actual amount of loss/damage caused to the Company on account of making alternate arrangements for serving meals/tea and snacks etc. from the Contractor/Licensee.

36. If the Licensee commits any breach of contract, the Company may revoke the License at its discretion at any time without notice. However, this contract can be terminated with three months' notice on either side.

If the Licensee/Contractor stop running of canteen during the contract period without giving proper notice, the Company shall have the right to recover the actual loss/damage caused to the company including the cost of alternate arrangement done for the remaining period of contract from the Licensee/Contractor by recovery/forfeiture of the Security Deposit or otherwise. The assessment of loss/damage caused to the company made by the Management shall be binding on the Licensee.

37. The Company shall have the right to terminate the Contract at any time, with or without notice as they deem fit and proper in the circumstance, if it is found that the Contractor/Licensee has violated any of the conditions of the Agreement or the Canteen is not run properly to the satisfaction of the concerned officers authorized by the Company, or for that the termination of the contract is necessary in the interest of the employees.

38. In case of any dispute between the License & company, the decision of the CHAIRMAN & MANAGING DIRECTOR of HINDUSTAN ORGANIC CHEMICALS LIMITED shall be final and binding on the parties.

Enclosed the Tender documents duly-signed on all the pages (Tender Notice, Scope of Work, Conditions of contract, Copies of Experience Certificates, Work orders, EMD, Tender Fee, etc.)

## **MENU**

### **1. FULL MEAL COMPRISING OF\***

A. RAW/ BOILED RICE AS REQUIRED

B. SAMBAR / KALAN / PARIPPU CURRY / MANGA CURRY / PULISSERY / MULKOSHYAM OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED

C. AVIYAL / ERISSERY / KOOTTU CURRY / THEEYYAL / OLAN / PACHADI / KICHADI OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED

D. THORAN / MEZHUKKU PURATTI OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED

E. PICKLE / CHAMMANTHI

F. RASAM

G. PAPPAD- 10 CM. DIA

H. CHILLY KONDATTAM-2 NOS

I. GOOD QUALITY CURD-80 ML. OR BUTTER

MILK-150 ML

OR

A. CHAPPATHI 20 CM. DIA - 4 NOS

B.VEGETABLE CURRY / VEGETABLE KURMA / ALOO GOBI MUTTER / MUSHROOM MASALA / GOBI FRY  
OR ANY OTHER SIMILAR CURRY MUTUALLY AGREED

**2. TEA / COFFEE**

150 ML PER CUP (MILK,TEA/COFFEE POWDER AND SUGAR)

**3. SNACKS ( QUOTED RATE SHOULD BE SAME FOR ANY ITEM )**

BANANA-150 GRAMS-1 NO

STEAMED BANANA-150 GRAMS-1 NO

VALSAN-100 GRAMS-1 NO

VEG. PUFFS-100 GRAMS-1 NO

KINNATHAPPAM-100 GRAMS-1 NO

BAKED SAMOSA-100 GRAMS-1 NO

KOZHUKKATTA-50 GRAMS-2 NOS

UNDANPORI-50 GRAMS-2 NOS

ONION VADA-40 GRAMS-2 NOS

UZHUNNU VADA-40 GRAMS--2 NOS

PARIPPU VADA-40 GRAMS-2 NOS

FRIED PATHIRI-40 GRAMS-2 NOS

BONDA-40 GRAMS-2 NOS

SUKHIYAN-40 GRAMS-2 NOS

PAZHAM PORI-40 GRAMS-2 NOS

SAMOSA-40 GRAMS-2 NOS

NEYYPAPPAM-40 GRAMS-2 NOS

UNNIYAPPAM-40 GRAMS-2 NOS

VEGETABLE/FRUIT CUTLET-40 GRAMS-2 NOS

MURUKKU-2 NOS

BISCUITS (GOODDAY CASHEW OR SIMILAR VARIETY)-6 NOS

TEA CAKE-2 NOS

BUN-2 NOS

FROOTY BREAD#4 SLICES BREAD WITH JAM-4 SLICES CHINGAN PAZHAM-2 NOS

BOILED EGG-DUCK-1 NO

POOVAN PAZHAM-BIG-1 NO

POOVAN PAZHAM SMALL-2 NOS

OR

ANY OTHER ITEM MUTUALLY AGREED

**4. BREAK FAST**

A. IDDLY-4 NOS. / DOSA # 4 NOS. / APPAM 3 NOS. / POORI- 3 NOS  
/IDIYAPPAM(NOOLAPPAM)- 4 NOS. / PUTTU-3 PIECES / UPMA-150 GRAMS OR ANY  
SIMILAR ITEM MUTUALLY AGREED

B. EGG CURRY( WITH I NO. DUCK EGG) / KADALA CURRY /VEG. STEW / GREEN PEAS  
CURRY / CHUTNEY / SAMBAR OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED.

**5. HEAVY SNACKS ( IN BUTTER PAPER PACKET)**

- A. ONE BOILED BANANA
- B. OMLETTE OF ONE FARM EGG
- C. TWO SLICES OF BREAD
- D. BUTTER

**6. CHICKEN BIRIYANI:** CHICKEN BIRIYANI WITH FRIED CHICKEN -150 GRAMS, FARM EGG-  
1 No., PAPPAD -1 No, PICKLE AND SALAD.

**7. VEGETABLE BIRIYANI:** VEGETABLE BIRIYANI WITH VEGETABLE CURRY OR ANY OTHER  
SIMILAR CURRY MUTUALLY AGREED, PAPAD- 1No, PICKLE AND SALAD.

**8. SPECIAL\***

**NON VEGETARIAN SPECIAL :**

125 GRAMS CURRY WITH MINIMUM 60 GRAMS OF NON VEG OR FRY WITH MINIMUM 50 GRAMS  
OF NON VEG

CHICKEN/MUTTON/BEEF/FISH (NEIMEEN/AVOLY/KARIMEEN/MOTHA OR ANY OTHER SIMILAR  
VARIETY OF FISH MUTUALLY AGREED

OR

**VEGETARIAN SPECIAL :**

A. 125 GRAMS OF

PAYAR MULAPPICHA THORAN/MIXED VEGETABLE KURMA/MUSHROOM MASALA/GOBI FRY/ALU  
GOBI MUTTER/VENDAKKA MAPPAS/MIXED VEGETABLE MASALA/PAVAKKA THEEYAL  
(VARUTHARACHATHU) OR ANY OTHER SIMILAR PREPARATION MUTUALLY AGREED

B. FRESH FRUIT (50GRAMS)- APPLE/ORANGE/PINAPLE/SUPPOTTA/POOVAN PAZHAM (2  
NOS.) OR SWEETS (50 GRAMS) - LADDU/JILEBI/GULAB JAMUN/RASGULLA/OR PAYASAM  
(100 ML.) OR ICE CREAM OR GREEN SALAD (100 GRAMS)

### **General instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal(Govt. Of India), 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.

More 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 Enrolment**" 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.
- 8) The uploaded tender documents become readable only after the

tender opening by the authorized bid openers.

- 9) 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.
- 10) 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.

### **Contract Person (N I C matters)**

**Mr.Midhun Babu**  
Co-ordinator  
Mob: 8547196394, 0484 2727401

### **HOCL:**

**Mr.N.V.Ravidev**  
GM(P&A), HOCL.  
Ph: 0484 2727325

**HINDUSTAN ORGANIC CHEMICALS LIMITED**

(A Government of India Enterprise)  
Ambalamugal P.O., Ernakulam District, Kerala - 682 302.

**Tender No: PAD/2020/007**

**CANTEEN CONTRACT 2020-21**

**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**

- i) The Tenderer should have experience in running a canteen catering to minimum 200 people/employees during last **7 years as on 31.03.2020**. Catering agencies having experience in supplying food & beverages in Corporate/Industrial canteen catering to minimum 200 people/employees during last 7 years as on 31.03.2020 on a regular basis may also be considered. (Documentary proof should be attached along with the Technical bid).
- ii) Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be submitted (Documentary proof should be attached along with the Technical bid).
- iii) Copies of Income tax returns for the last 3 years to be attached with the tender. PAN number of the bidder is also to be given in the technical bid.

**EARNEST MONEY DEPOSIT**

Quotation shall accompany an EMD of **Rs. 64,000/-** (Rupees Sixty Four Thousand Only) shall be paid by Bank Transfer / crossed DD/Bankers Cheque of State Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ambalamedu branch of SBI (A/c. No: 10342163665, IFS Code: SBIN0001108). Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.

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

- a. If after opening of the tender, the tenderer revokes his tender or increase his quoted rates.
  - b. If the tenderer does not commence the work after awarding the contract.
- No interest on EMD will be paid.

- EMD of the successful tenderer will be adjusted against the security deposit.
- EMD of unsuccessful bidders shall be refunded after finalization of the contract and no interest shall be payable.

The Earnest Money Deposit shall be forfeited if: -

- a) The tender is revoked or varied during its validity period.
- b) The Prices are increased unilaterally after the tender opening and during its validity.
- c) The tenderer after intimation of acceptance of the tender fails to execute the agreement/or furnish security deposit within the stipulated time.

### **COST OF TENDER DOCUMENTS**

The cost of tender documents **Rs.2240/-** (non-refundable) shall be paid by Bank Transfer /crossed DD/ Bankers Cheque of State Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ambalamedu branch of SBI (A/c No. 10342163665, IFS Code: SBIN0001108).Details of bank transfer should be indicated/copy to be uploaded in your technical offer. Parties who are not interested in quoting against enquiry may kindly send back the hard copy of the documents to us.

### **RATES**

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

### **SECURITY DEPOSIT**

Total security deposit shall be 10% of contract value/actual value of work.

Initial security deposit @ 2.5% of the contract value shall be remitted with HOCL, Kochi within 21 days from the date of receipt of Work Order.

2.5% initial security deposit and balance 7.5% security deposit shall be as per clause 3.8 and 4.4 of the standard 'General Conditions of Contract' which is available in the office for reference/HOCL website , if required.

Balance 7.5% will be recovered from the 1st and subsequent running bills/final bill against security deposit at a rate of 10% of the value of each running bill till the total security deposit is collected.

### **LIQUIDATED DAMAGES**

If the work is not completed within the stipulated time, the contractor is liable to pay a LD of ½% of the total contract value per week of the delay or part there of subject to a maximum of 5% of the contract value.

### **PERIOD OF CONTRACT**

The period of the contract shall be one year from the date of issue of work order.

### **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 the date of issue of work order.

### **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.

- a) The Contractor shall collect coupons from the employees against supply of food items. Used/Collected coupons shall be submitted to the company for payment. Bills should be on letter head with address seal and signature of the contractor with the details of coupons surrendered and the amount. The payment against coupon surrendered by the contractor shall be made within 7 days of receipt of the coupons. The payment against coupon shall be made twice in a month.
- b) Since there is no coupon for tea/coffee, the payment against tea supply shall be made based on attendance of the employee as follows:

Total No. of employees including Apprentices }  
present during the day (00.00 hrs to 24 hrs) } X 2 = No. of tea supplied

- c) The guest coupons collected as per Clause 3 of scope of work shall be submitted by the contractor along with the bill once in two months for payment.

### **CONTRACT PREFERENCE**

Contract / Price Preference or any other concessions applicable for **MSME / SSI Units /PSUs** will be as per latest Government of India Directives. For availing this benefit, the bidder shall make their claim in the Technical Bid itself and enclose necessary documentary evidence to prove their eligibility.

### **COMMERCIAL BID DECLARATION**

The bidder has to fill and put signature & seal in the Commercial Bid Declaration in the prescribed format (Annexure V) and submit the same along with the Commercial Bid.

#### **DECLARATION OF THE PERCENTAGE OF LOCAL CONTENT**

The bidder has to fill and put signature & seal in the Declaration of the Percentage of Local Content in the prescribed format (Annexure F) and submit the same along with the Commercial Bid.

#### **DEFECT LIABILITY PERIOD**

As per HOCL General Conditions of Contract.

#### **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.

#### **OTHER TERMS AND CONDITIONS**

##### **FACILITIES PROVIDED BY THE COMPANY**

1. Electricity and water required for the canteen will be supplied free of cost by the Company.
2. Company shall reimburse the cost of cylinders used in the canteen, subject to a maximum of 60 numbers of 19 kg cylinders per month, at the rate of BPCL/HPCL/IOCL.
3. Company shall provide free of charge the following:
  - a) Accommodation for preparing and serving of meals.
  - b) Furniture, Vessels, Utensils, Electrical/gas equipment for cooking.
4. Company shall pay a fixed sum of **Rs.11,00,000/-** (Rupees Eleven Lakhs only) per month to the contractor by way of reimbursement of fixed costs. This amount shall be firm during the period of the contract.

##### **DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

The contractor shall be responsible to make all arrangements for running of the canteen including to engage adequate number of competent Cooks, Supervisors, and Helpers/Servers, to pay their salaries and benefits as per law, to make arrangements for procurement of good quality provisions vegetables and other items required for cooking as per the specifications given by HOCL, and to comply with all applicable laws and regulations including labour laws and to obtain necessary licenses and keep it valid during the period of the contract. A Supervisor should be available at the canteen round the clock to supervise the functions and ensure quality, quantity and hygiene of raw materials and food items. The Quality/brand of major items as given in the Annexure only should be used. RE-USE OF THE COOKING OIL IS NOT ALLOWED. The canteen contractor shall take away the used oil from the

canteen on daily basis and dispose the same in an environment friendly manner.

The contractor shall be Responsible and liable to:

- a) Serve and conduct the canteen in accordance with the directions of the authorized representatives of the company.
- b) To serve wholesome tasty foods and refreshments at the specified hours as notified to him.
- c) To serve tea, coffee, snacks etc., in the various departments at fixed hours as notified to him.
- d) To serve food to the employees during the shift work and abide by the alterations made in the working hours notified to him.
- e) To supply food and refreshments to the guest on the reasonable notice being given by the authorized officer.
- f) To make arrangements to serve meals, tea and eatables in the canteen and inside the factory and office during day and night at prescribed hours.
- g) To make arrangements to serve such number of packed meals at the work spots/office as may be required by the company.
- h) To make arrangements to prepare additional items of foodstuffs and serve as and when required by the company.
- i) To provide tiffin carrier service whenever required.
- j) Contractor shall not sell any food items to outsiders.

**SPECIAL CONDITIONS WITH RESPECT TO PREVENTION OF COVID -19**

The Contractor shall ensure compliance of all the directions /guidelines issued from time to time with respect to the prevention of the spread of Covid-19. The items to the canteen should be procured only from reliable sources and proper sanitation of the same should be ensured. Workers of the Contractor should be provided with all preventive gadgets such as hand gloves, face masks etc and it should be ensured that the workers are wearing these while on duty and inside the Company premises. Proper social distancing of workers should be ensured at the work place. The record of the movement of the canteen staff should be invariably maintained. In case any of the workers fall sick that should be informed to HOCL Management without delay.

**PENALTY**

Company reserves the right to impose penalty as deemed fit on the contractor, for non-performance of any of the responsibilities/liabilities/ deviations from scope of work/ any clauses as given in our tender.

**MILK SUPPLY**

The successful tenderer shall also arrange for supply of milk to the employees of HOCL after every shift against coupons issued by the company for this purpose. The cost of the MILMA milk so supplied to company employees shall be paid by the Company to MILMA directly. If there is any shortage in the number of coupons collected from employees, the value of the same will be recovered from the contractor.

**RIGHT TO REJECT**

The acceptance of the tender and award of contract to one or more tenderers if considered necessary rest with the company who does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders with reasons thereof. Unsealed tenders, tenders not submitted with the prescribed tender documents, conditional and unsigned tenders, tenders containing absurd rates and amounts, and tenders which are incomplete otherwise are liable to be rejected.

**AWARD OF CONTRACT**

Acceptance of the tender will be intimated to the successful tenderer before expiry

of the period of validity of the tender through a letter/fax/e-mail of indent sent in the address mentioned in the tender.

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

The General Conditions of Contract of the company is applicable to, and forms part of the contract. The General Conditions of Contract of HOCL is available in the office of The Chief General Manager (P&A) of HOCL, Ambalamugal or can be downloaded from our Web site [www.hoclidia.com](http://www.hoclidia.com).

**RIGHT TO ISSUE ADDENDUM**

The company reserves the right to issue any addendum to the tender document to clarify/amend/supplement and/ or delete any of the conditions, clauses or terms stated in the tender documents. Each addendum issued shall be distributed to the tenderer or his authorized representative and each such addendum shall become part of the tender documents.

**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 (Closing date) is **21.09.2020 at 02.00 pm.**

**OPENING OF BIDS:** The Technical Bids will be opened on **22.09.2020 at 02.00 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 form the last date of submission stipulated for the tender.

**SUBMISSION OF BIDS:** Refer Annexure II.

**PRICE BID SUBMISSION-BOQ:** 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** Refer Instructions to Bidder for Online Bid Submission. **( such as name of the bidder)**. No other cells 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.

**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.

**SINGNING & 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.

**PRE BID MEETING:** A Pre- Bid Meeting will be held at **14:00 Hrs on 09.09.2020** to appraise the prospective bidders about the various aspects of running of the Canteen in HOCL. Bidders interested to participate in the Pre-Bid Meeting should communicate the same to HOCL on or before **08.09.2020** so as to make arrangements for the same.

.....

**HINDUSTAN ORGANIC CHEMICALS LIMITED**

(A Government of India Enterprise)  
Ambalamugal P.O.,Ernakulam District, Kerala - 682 302.

**Tender No: PAD/2020/007**

**CANTEEN CONTRACT 2020-21**

**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 CURRENT COMMITMENTS (COPIES OF WORK ORDERS TO BE UPLOADED), ANNUAL FINANCIAL TURN OVER (DOCUMENTARY PROOF TO BE UPLOADED), DETAILS OF EMD AND PAN NO. SHALL BE FILLED IN THE FORMAT AND UPLOADED ALONG WITH THE TECHNICAL BID.**

NAME OF WORK: CANTEEN CONTRACT 2020-21

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

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

**2. Details of annual financial turnover during the last 3 years. Documentary Proof to be attached)**

Financial Year:      Turnover:

2017-18            ₹

2018-19            ₹

2019-20            ₹

**3. Details of EMD enclosed:**

Document No... .. .Dated ..... .. .Amounting to ₹..... .. . Name of the Bank : ..... .. .

**4. Details of Tender Fee enclosed:**

Document No... .. .Dated ..... .. .Amounting to ₹..... .. . Name of the Bank : ..... .. .

**5. Details of Income Tax return submitted for the last 3 years (Copies to be attached) (Yes/No)**

**6. PAN No: .....**

**7. Commercial Bid Declaration (Annexure V) signed and sealed is attached.**

**8. Declaration (Annexure F) regarding percentage of local content signed and sealed is attached.**

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

Signature of the Tenderer            :

Name of the Tenderer                :

Address                                    :

Place :

Date :

**COMMERCIAL BID- DECLARATION**  
(KINDLY FILL THIS SHEET AND SUBMIT IN PACKET)

<b>Name of Bidder:</b> .....						
Sr. No.	Commercial Clauses	Bidder Confirmation  (Please put ✓ in front of your confirmation)				
1	<b>PLACE OF DISPATCH/SERVICE: [CITY].....</b> <b>[STATE].....</b>					
2	<p><b>DELIVERY PERIOD FOR SUPPLY:</b></p> <p>Delivery period for supply (in no. of weeks) from the date of purchase order.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• <i>Delivery period should be firm and not in form of a range.</i></li> <li>• <i>If delivery period mentioned in the number and in words are different then delivery period mentioned in the words will be considered for evaluation</i></li> </ul>	<p><b>Delivery Period</b></p> <p><b>(Weeks)</b></p> <table border="1"> <tr> <td align="center">In Number</td> <td></td> </tr> <tr> <td align="center">In Words</td> <td></td> </tr> </table>	In Number		In Words	
In Number						
In Words						
3	<p><b>MUTUALLY AGREED DAMAGES (MAD) CLAUSE:</b></p> <p>Mutually Agreed Damages (MAD) for Late Delivery Clause is applicable for the Delayed Delivery @ 0.5% per week of delay to max. 5% of PO/contract value. In addition, applicable GST shall also be deducted on the MAD charges from supplier's payment.</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Not Agreed				
4	<p><b>FIRM PRICE CLAUSE:</b></p> <p>Price shall be FIRM till the execution of contract. Any statutory change within contract period will be borne by HOCL.(Price shall be firm else offer will not be considered)</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Not Agreed				
5	<p><b>STATUTORY VARIATION CLAUSE:</b></p> <p>Any variation in levies within the contractual delivery period shall be to HOCL's account and beyond that, it will be to Supplier's account.</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Not Agreed				

6	<p><b>Whether bidder is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization.</b></p> <p><b>If so, give details.</b></p>	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
7-i	<p><b>Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the</b></p>	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> No
7-ii	<p>Status of MSE Bidder</p>	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
7-iii	<p>Whether MSE bidder is offering product manufactured by him/her</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
7-iv	<p>Submitted valid document against clause no 8-i.  Upload the document in packet 3.</p>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
8	<p>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.</p> <p><i>SSI/MSME/NSIC/UAM /DIC registration/exemption certificate</i></p>	<input type="checkbox"/> Mention UAM Number ..... <input type="checkbox"/> Not Applicable
9.i	<p>Whether the <b>proprietor</b> of “<b>MSME</b>” enterprise is from <b>SC/ST</b> category  (Please attach caste certificate issued by competent authority)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.ii	<p>Whether the proprietor of “<b>MSME</b>” enterprise is woman  (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	<p>Submitted certificate against clause no 9.i:  (Upload the document in packet 3)</p>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
11	<p><b>BID VALIDITY:</b>  Whether bidder agrees to keep bid validity for 120 Days from the date of opening of the tender.  (Bids with less validity are liable for rejection)</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed

12	<p><b>PAYMENT TERM:</b>  100% payment will be made on 30<sup>th</sup> day of receipt of material at HOCL stores subject to acceptance of material at HOCL stores.  <i><b>100 % PAYMENT within 30 days of receipt of material/90 % through bank and balance within 30 days (bank charges shall be loaded for comparison)</b></i></p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
13	<p><b>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</b>  <b>Note:</b>  (Non-acceptance or deviation to HOCL’s standard terms and conditions mentioned in enquiry documents will lead to rejection of offer, no correspondence shall be done for clarifications)  <i><b>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)</b></i></p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed

**SIGN AND STAMP OF BIDDER**

**ANNEXURE( F)-VI**

(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)

<b>Name of the Bidder:</b>		
Sr 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 Sr.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:

SGNATURE 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, 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, 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:

SIGNATURE AND STAMP

Annexure VII

(To be signed on Rs.200/- stamp paper)

INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at 4<sup>th</sup> Floor, V Times square, Sector-1S, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

.....hereinafter 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 cartelization 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) wil] 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 (rom 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 Subcontractors. 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 minor 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.

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 HOC

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, ie., 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 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)

Witness 1

Name & Address

Witness 2

Name & Address

