

हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड
HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Govt. of India Enterprise)
Ambalamugal.P.O, Ernakulam Dist-Pin: 682 302
Kerala. Ph: 0484 2720911, Fax: 0484 2720893

PAD/2020/011(A)

DATE :15.12.2020

E-TENDER NOTICE

HOCL Invites e-Bids from the vendors who have submitted their quotations against our HOCL Tender reference No.PAD/2020/011:

Sl. No.	Description of Item and Tender No.
1	GRASS CUTTING WORK IN PLANT AND NON PLANT AREAS (LIMITED-RE TENDER) HOCL Tender Ref. No. : PAD/2020/011(A)

Tender documents may be downloaded from www.hoclkochi.com or 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)

SINDHU.D
GENERAL MANAGER(P&A)

हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

Ambalamugal P.O., Ernakulam dist, Pin- 682 302

Kerala- Ph: (0484) 2720911, Fax: (0484) 2720893

Email: kochi@hoclindia.com, web: www.hoclkochi.com.

PAD /2020/011(A)

Date: 15.12.2020

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 GRASS CUTTING WORK IN PLANT & NON PLANT AREAS. 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 and [www.eprocure.gov.in/eprocure/app](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 instructions for Online bid submission (iii) General Terms & Conditions of Contract (iv) TECHNICAL BID and Annexure A to H, in detail before preparing/submitting your tender.

This Tender Notice is limited to the vendors who have submitted their bids against the limited tender published vide HOC Tender Reference PAD/2020/011.

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(GSTN:32AAACH2663P1ZG)

SINDHU.D

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 Ref. No: PAD/2020/011(A)

CONTRACT FOR GRASS CUTTING WORK IN PLANT AND NON PLANT AREAS.

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

1. The contractor should maintain the area under contract in neat condition by cutting the grown Grass manually/by machine (to an average height of 15cm) from time to time. The mode of cutting the grass in different locations of the factory will be decided by the Officer-in-Charge from time to time.
2. The Contractor should ensure that the Grass is not grown beyond an average height of 15 cms at any point.
3. Engine/ Motor operated mechanized cutting device should not be used for cutting the grass in Process plant area after taking required permits and as per the instruction of Officer-in-charge. For other areas, prior permission should be taken from competent authority, before using engine/motor operated mechanized cutting device.
4. The removal and disposal of cut grass should be done simultaneously along with the cutting of Grass failing which the rate proportionally will be deducted.

THE DISPOSAL OF CUT GRASS SHOULD BE DONE AT PLACES ANYWHERE OUTSIDE COMPANY PREMISES AT THE RISK AND COST OF CONTRACTOR.

5. Any cut grass fallen inside the drains should be cleared by the Contractor within a day failing which applicable deduction will be deducted.
6. No vehicle/Cutting machine entry will be permitted inside fenced area of LPG/Propylene storage area/H₂/Acetone & PESO areas. Manual / conventional grass cutting methods shall be used in this area.
7. The first round of cutting should be completed within 15 days of acceptance of the order by engaging sufficient number of labourers failing which applicable deduction will be made.
8. The necessary tools like sickles, spade, pick-axe, baskets, etc. and also arrangement for transportation of waste/cut grass for disposal should be arranged by the contractor.

9. A log book is to be maintained by the contractor regarding the work which should be certified by the concerned plant-in-charge after cutting the Grass.
10. Spraying pesticides/chemicals for controlling grass growth in Factory premises are not allowed.
11. At least 03 Grass Cutting machines in working condition with grass cutters shall be provided per day . Contractor shall maintain a log book for the same.
12. 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.

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

13. PPEs to be provided to Grass Cutting workers.

14. The maximum age of Grass Cutting workers 58 years.

AREA UNDER THE CONTRACT

The plant and non-plant areas of HOCL, under this contract would be total around 1,47,625.43 Sq. Meter. In addition to that, all the specified paved area has to be maintained for which no separate payment will be made. During the operative period of this contract, Contractor has to undertake the additional area of work if any at the same rate (proportionately) terms and conditions. Any deletion of area due to construction etc. shall also be permissible during the contract period and no payment shall be made for such deleted area from the date of deletion.

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

**Mr.N.V.RAVIDEV
DGM(P&A)
HOCL, AMBALAMUGAL
0484 2727325**

**Mr.BIJU.C.J
Sr.Admin. Officer
HOCL, Ambalamugal
0484 2727294**

HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender Ref. No: PAD/2020/011(A)

CONTRACT FOR GRASS CUTTING WORK IN PLANT AND NON PLANT AREAS.

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

1. The bidders shall submit details of current commitments as per Annexure V of technical bid.
2. Experience having successfully completed the works during last 7 years ending 31st March 2019 should be either of the following:
(Documentary proof shall be attached along with technical bid.)
 - a. Three completed works costing not less than 5.63 Lakhs.
OR
 - b. Two completed works costing not less than 07.04 Lakhs.
OR
 - c. One completed work costing not less than 11.26 Lakhs.
3. Average annual financial turnover during the last 3 years, ending 31st March 2019 shall be at least Rs.4.22 Lakhs. Details of annual financial turnover to be submitted with documentary proof.
4. Experience in similar work, ie, House keeping, labour supply, Civil Works, Labour oriented miscellaneous works shall also be considered and details of current commitments with copies of work order to be submitted along with Technical Bid. Declaration of black listing/ holiday Listing to be submitted along with technical bid.
4. Details of EMD to be submitted. Details of PAN No. & GST No. to be submitted.
5. All Tender documents duly signed and stamped on all pages to be submitted along with technical bid.

EARNEST MONEY DEPOSIT

Quotation shall accompany an EMD of **Rs. 10,600/-** paid by crossed DD/Bankers Cheque/Cash only of State Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ernakulam. Quotations not accompanied with EMD, are liable to be rejected.

EMD already remitted by the vendors against the open tender vide HOC Tender Reference PAD/2020/011, will be adjusted against EMD in this Tender Notice. Proof of remittance to be attached in the Technical Bid,

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.

RATES

Rates quoted shall be inclusive of all taxes, duties, octroi and other levies etc. and also on works contract applicable as per rules in force. GST, in case applicable shall be paid extra, to those who have Service Tax registration with Govt. Department, unless otherwise specified elsewhere.

Wages to the laborers are to be paid at the rates as per the wage settlement of Contract Workers, entered between the Contractors and Workers Unions in the area

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, 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

One year from the date of issue of Work Order.

SCOPE OF SUPPLY

AS PER SCOPE OF WORK

TIME OF COMPLETION

One year from the date of issue of Work Order.

PAYMENT TERMS

Payment will be made on monthly basis by certification of officer -in-charge and 100% payment shall be made progressively as per our standard terms of payment.

CONTRACT PREFERENCE

Contract / Price Preference or any other concessions applicable for **MSME /STARTUPS/ 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.

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.

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.

DUE DATE & TIME: Due date for submission of tender is (Closing date) **24.12.2020** at **02.00 pm.**

OPENING OF BIDS: The Technical Bids will be opened on **26.12.2020** 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 Instructions to Bidder for Online Bid Submission.

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 blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once details have been completed, the bidder must 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.

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.

Details of previous experience and current commitments (copies of work orders to be uploaded), annual financial turn over (documentary proof to be uploaded), details of EMD and PAN No., GST No. shall be filled in the format and uploaded along with the technical bid.

HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender Ref.No: PAD/2020/011(A)

CONTRACT FOR GRASS CUTTING WORK IN PLANT AND NON PLANT AREAS.

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

Name of Work: CONTRACT FOR GRASS CUTTING WORK IN PLANT AND NON PLANT AREAS.

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

Sl No.	Name of the Industry	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 :

1. Details of EMD enclosed:

DD No..DatedAmounting to Name of the Bank :

2. PAN No:

3. GST No.....

- 1. Annexure A (Labour Laws requirements) signed and sealed is attached.**
- 2. Annexure B (Labour Laws Check List) signed and sealed is attached**
- 3. Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached**
- 4. Annexure D (Declaration of Blacklisting / Holiday Listing) duly filled, signed and sealed is attached**
- 5. Annexure E (Commercial Bid Declaration) duly filled, signed and sealed is attached**
- 6. Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.**
- 7. Annexure G (Format of Integrity Pact) signed and sealed is attached.**
- 8. Annexure H (Undertaking) signed and sealed is attached.**

Enclosed the tender documents signed & sealed in all pages along with all the Annexures and uploaded.

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 :

Mob. No; :

Place :

Date :

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:

4. Face Mask
5. Face Shield
6. 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 minimise the impact on environment. In the case of any leaks/spills immediately inform Engineer-in-Charge to take appropriate corrective action.
- If the item handled falls under hazardous category, please ensure that:
 - a. Product literature including MSDS/TREM Card etc. accompany the consignment.
 - b. Packing and labeling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.

7. B. Confined Space Entry

If entry into a confined space (like inside entry to columns, heat exchanger shells, vessels, filters, spheres, bullets, boilers etc.) is a part of the work, contractor should register the name and other details in the register kept for the purpose each time. All safety regulation has to be adhered and permit to be obtained before entering into a confined space. Also after coming out from the confined space, the worker/supervisor has to report to the Engineer-in-Charge each time without fail. Any deviation in this register will not be permitted in any case.

ANNEXURE - B

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.

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.

.....

(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:		
Sr No.	Commercial Clauses	Bidder Confirmation(Please put ✓)
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 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:

SIGNATURE AND STAMP

.....

Annexure - G

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

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-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
- (2) 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.

- (3) 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) 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 (rom such as to pu t 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 bu 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 *mom* 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.
The Principal will provide to the Monitor sufficient information about all meetings
- (4) 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

.....

Annexure H

(Undertaking to be prepared on the Letter Head of the vendor, to be signed, sealed and to be attached in the Technical Bid)

To

**The General Manager (Pers.& Admn.)
Hindustan Organic Chemicals Ltd.
Ambalamugal P.O.,Ernakulam Dist
Kerala- 682 302.**

SUB: CONTRACT FOR GRASS CUTTING WORK IN PLANT & NON PLANT AREA

Ref: Tender ref. No. PAD/2020/011

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for CONTRACT FOR GRASS CUTTING WORK IN PLANT & NON PLANT AREA, HOCL, Ambalamugal. We further affirm that we have understood all the terms of Grass Cutting Contract in HOCL including the wages payable to the workers there. We also understand that the workers engaged in the Grass Cutting are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the Grass Cutting workers based on the above settlement. We are confident that all the above requirements can be met with the rates quoted by us and our rates are workable. In case the work is awarded to us at the rates quoted by us, we undertake to satisfactorily execute and complete the work for the entire period of contract.

Thanking you,

Yours faithfully,
For

Sd/-

(Name)

Place:

Date:

(Seal)

.....