

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

Tender Ref. No: ELE/H2O2-UTY/572

Name of Work: AMC OF PACKAGE AC SYSTEM AT H2O2 PLANT 2021-24

GENERAL TERMS AND CONDITIONS OF THE TENDER

Pre-Qualification Criteria (to be included in the Technical Bid)

The Tenderers shall submit the following in the Technical bid (Un priced Bid) without which the tender will be rejected.

1. Complete set of Tender document marked “(ORIGINAL)” duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender document.
2. Details of current commitments with copies of Work Orders to be submitted along with Technical Bid.

Clauses:

1. Only OEM/OEM authorized vendors shall apply for this tender. OEM authorized vendor shall enclose willingness letter for carrying out comprehensive AMC of package AC units from OEM along with bid.
2. Preference will be given to those vendors who are having locally available in Ernakulam District, Kerala.

EARNEST MONEY DEPOSIT

EMD for the work shall be Nil.

Signed and stamped “Bid Security Declaration” shall be submitted as Annexure ‘H’ along with the technical bid which is enclosed, failing which the Tender will be rejected.

GOODS AND SERVICE TAX(GST):

Goods and Service Tax (GST), applicable shall be paid extra, to those who have GSTIN registration, unless otherwise specified elsewhere.

SECURITY DEPOSIT

Security Deposit for the work shall be Nil.

LIQUIDATED DAMAGES

Liquidated damages for the work shall be Nil.

DEFECT LIABILITY PERIOD

As per GCC.

TIME OF COMPLETION

Time of Completion shall be **three years** from date of issue of work order.

PERIOD OF CONTRACT

The period of the contract shall be **three years** from date of issue of work order/LOI

PAYMENT TERMS

25% of yearly AMC rate shall be paid on completion of each quarterly service and on submission of invoice.

RATE

The rates shall be quoted in (BOQ) and submit it online. Taxes applicable shall be separately indicated. The Tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rates quoted in figures and words, the rates quoted in words will prevail.

VALIDITY OF OFFER

- The offer shall be valid for a period of 90 days from the date of submission for placement of order.

SCOPE OF SUPPLY

MATERIALS

a. Contractor's Scope

The contractor has to supply spare parts within the system without any additional cost. However replacement of electrical control panel, reciprocating compressor, condenser, blower, sheet metal panel, thermal and caustic insulation, pressure /temperature gauge, piping and valves are not covered in contractor's scope.

b. HOCL's Scope

Nil

TOOLS & TACKLES

a. Contractor's Scope

All required tools for carrying out the maintenance and repair are to be arranged by the contractor.

b. HOCL's Scope

Nil

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.

OTHER TERMS AND CONDITIONS

GENERAL CONDITIONS OF CONTRACT (GCC) OF HOCL

All other Terms and Conditions will be as per our General Conditions of Contract, as published in our website and special condition of contract. The GCC and Special conditions of contract can also be referred in our office during office hours in all working days.

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. Vendor not agreeing with the general conditions of the tender.
- d. Not enclosing any particular documents asked for.
- e. Any other valid reasons.

SIGNING AND 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.

ESI, PF, LABOUR LAW, SHE (SAFETY, HEALTH & ENVIRONMENT) ETC. - REQUIREMENTS

Refer Annexure A, B, C and D attached.

SCOPE OF WORK

We have **Voltas** make water cooled package AC system, **Model No-50BA008**, 4 nos installed in Hydrogen Peroxide Plant inside HOCL, Ambalamugal. These 4 nos units are more than 20 years old, each unit having a capacity of 7.5 Ton. Vendor shall carry out the AMC of these four package AC units for three years starting from December 2021 whose detailed scope is given below:

1. Carrying out quarterly inspection of 4 Nos, 7.5 Ton Voltas make Package AC units as part of Preventive maintenance in accordance with relevant PM check lists. The salient features in these check lists are as follows:
 - a. Checking of components such as compressors and their electrical controls on the respective equipment.
 - b. Checking of refrigeration system for any leak and replenishing refrigerant required as a result of leak in the system arising out of wear and tear.
 - c. Checking of electrical and refrigeration control system for operation and adjustment of set values as necessary.
 - d. Lubrication of all necessary points in the system and its components in line with the check list.
 - e. Checking, inspecting of belts, adjustment of tension if required and replacing worn out belts with new ones.
 - f. Changing of parts (not whole units such as control panel, reciprocating compressor, motors and the like) or repairing or re-calibration as may be necessary.
2. Carrying out once in a year, chemical or manual cleaning (tube brushing) de scaling of water-cooled condensers.
3. carrying out once in a year, cleaning of air filters.
4. Carrying out once in year, testing of water.
5. Attending break down call within 24 hours of reporting.

SPECIAL CONDITIONS

The following conditions shall be fulfilled in additional to the GCC.

1. Performance report to be submitted half yearly.
2. Schedule of service to be given to Officer-in-Charge in advance.
3. Breakdown complaints should be attended within a day.
4. Invoice is to be submitted in duplicate.

YOU ARE REQUESTED TO SUBMIT THE COPY OF THE GST CERTIFICATE OF REGISTRATION.

ANNEXURE–A

ESI,PF,LABOURLAWETC.–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 abiding all the safety regulation of HOC specified in GCC. Contractor should obtain necessary safety work permit from authorized 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. SafetyHelmet
2. Safetybelts
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 provided to your workers:

1. Face Mask
2. Face Shield
3. 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 carry out 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 labelling 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

LABOURLAWS–CHECKLIST

1. ContractLabour(Regulation&Abolition)Act–1970

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

2. ESIAct1948

A worker whose wages (excluding Overtime Wage) does not exceed `15,000/- permonth 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. Familyphotograph–2Nos.
- 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. TheEPF&MPAct–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. Inter state 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 Contractors shall prepare and submit an incident/accident report to OWNER's Safety Department.

ANNEXURE-D

PROFORMA OF DECLARATION OF BLACKLISTING/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. _____
w
hich 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 thereof 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 thereof 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 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 thereof 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

ANNEXURE-E**ANNEXURE TO BID AGAINST TENDER No:**

(KINDLY FILL THIS SHEET AND SUBMIT IN-COMMERCIAL/TECHNICAL BID)

Name of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put ✓ in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is Currently on holiday list/blacklist/delisted or has been put on holiday/blacklisted/de-listed at any PSU/Govt Organization. If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
2	i Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> Micro <input type="checkbox"/> Medium <input type="checkbox"/> Small <input type="checkbox"/> No
	ii Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
	iii Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	i All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer, failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME Order, 2012. <u>SSI/MSME/NSIC/UAM/DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number _____ <input type="checkbox"/> Not Applicable
	ii Submitted valid document against clause no 3(i)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
4	i Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	ii Whether the proprietor of "MSME" enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	iii Submitted certificate against clause no 4(ii)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. on-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, No correspondence shall be done for clarifications.	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE:		SIGN AND STAMP OF BIDDER

ANNEXURE – H

BID SECURITY DECLARATION

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER No. _____

I/Wehere by declare that:

1. I will not revoke the tender within the stipulated period/validity period OR increase the quoted rates.
2. I will commence the work on intimating to start the work/on receipt of Letter of Indent.
3. I will not withdraw or amend the tender or impair or derogate from the tender in any respect within the period of validity of the tender.
4. I will furnish the required performance security within the specified period.

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER