



HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

AMBALAMUGAL, Ernakulam District, PIN - 682 302.

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

E- TENDER NOTICE

HOCL Invites e-Bids under the two-bid system for the following work:

Sl. No.	Description of Item and Tender No.
1	CONTRACT FOF SECURITY ARRANGEMENTS IN HOC TOWNSHIP(RE-TENDER) HOCL Tender No.PAD/2020/008(A) DTD.04.12.2020

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>) 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** conforming to the specifications and the terms and conditions.

Due Date & Time for Bid Submission: **26.12.2020**, 14:00:00 Hours.

For and on behalf of

Hindustan Organic Chemicals Limited (GSTIN: 32AAACH2663P1ZG)

(CIN: L99999MH1960GOIO11895)

D.SINDHU
GENERAL MANAGER (P&A)

M/s.

Dear Sir,

Hindustan Organic Chemicals Limited (HOCL) is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for **CONTRACT FOR SECURITY ARRANGEMENTS IN HOC TOWNSHIP(RE-TENDER)**. HOCL has entered into an agreement with **M/s. NIC (National Informatics Center)** for e-procurement through their portal <https://eprocure.gov.in>. You may please get registered as a vendor with NIC for participating in this tender.

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

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 and (iv) Technical bid and Annexure A to H, 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 (GSTIN: 32AAACH2663P1ZG)

D.SINDHU
GENERAL MANAGER (P&A)

OPEN TENDER NOTICE FOR SECURITY ARRANGEMENTS IN HOC TOWNSHIP

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

HOCL Tender No.PAD/2020/008 (A) DTD.04.12.2020

SECURITY ARRANGEMENTS IN HOC TOWNSHIP (RE-TENDER)

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

SECURITY ARRANGEMENTS

1. The Security Contractor shall be completely responsible for protecting the properties and assets of HOCL at its Township at Irimpanam, Ernakulam Dist, Kerala.
2. The Contractor will be responsible for
 1. Checking the incoming and outgoing vehicles, employees, occupants and visitors.
 2. Reception and guiding of visitors.
 3. Internal investigation in case of thefts, pilferages etc. as and when these occur.
 4. Operation of telephone system, lighting systems and maintenance of registers kept for said purpose.
 5. Maintenance of records / registers for the incoming vehicles, labours, visitors , trade people etc.
 6. Checking and monitoring under the present HOC's Covid-19 protocol guidelines.
3. The Contractor shall provide security arrangements for all the 24 hours of the day with **properly trained ex-service personnel**. The working schedule of security personnel will be 8 hours a day.
4. The total number of personnel required per shift will **be 3(three)** who will be deployed as required by HOCL.
5. The total number of personnel required per day will be **9(Nine)**.
6. Contractor shall be responsible during the period of the contract, to protect equipment, materials and assets of HOCL Township and also to check the incoming and outgoing vehicles, employees, staff, others and visitors, reception and guiding of visitors, internal investigation of thefts, pilferages etc. as and when occur, to provide protection to the VIPs and executives of HOCL at the time of trouble and turmoil, operate the yard/street/ lighting systems, maintaining security registers and all ancillary or incidental works for better effective and tight security system and to comply with all instructions or orders issued by HOCL from time to

time in this matter and for this purpose to deploy to the unit at Ambalamugal, at its responsibility and expense required/ sufficient number of competent security personnel.

7. OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR.

- 1 The contractor understands, recognizes and agrees that it is its obligation, responsibility and liability.
- 2 To deploy security personnel at HOCL, Township per day as shown below:

Security Guards : 09 (3 X 3 shift together) (unarmed)

Shift Timing:

The Shift timing for Security Guards will be as follows:

A Shift - 06.00 Hrs to 14.00 Hrs.
B Shift - 14.00 Hrs to 22.00 Hrs
C Shift - 22.00 Hrs to 06.00 Hrs.

Maximum Age limit of Guards: 58 years.

3. To deploy additional number of Security personnel depending on additional requirements on account of tightening security function and other outside security requirements as and when required. HOCL RESERVES THE RIGHT TO REDUCE/INCREASE THE NUMBER OF GUARDS TO BE ENGAGED, CHANGE THE SHIFT TIMINGS AND DEPLOYMENT OF PERSONNEL ACCORDING TO ITS CONVENIENCE/REQUIREMENT.

4. The agency should provide security arrangements with properly trained and competent Ex-service personnel 24 Hrs of the day with a working schedule of 08 Hrs per day.

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

6. To provide all protecting gadgets in vie of Covi-19 or any such pandemic

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

8. To pay to the security personnel deployed for duty their salary/wages and other service benefits .

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

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

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

12. To raise the bill in the prescribed manner with the supporting documents towards wage and allowances of security personnel as per Work Order on monthly basis. The bill against wages and allowances of security personnel shall be raised as per from time during the period of this contract.

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

14. To comply with the provisions of the Contract Labour(Regulation & Abolition) Act and Rules there under.
15. To bring to the notice of HOCL all actions and incidents that the security staff may come across during the course of their duty and to enter the details of incidents/observations in the register maintained in that behalf and to submit the same to the General Manager (P&A) of HOCL, Ambalamugal .
16. To inform telephonically HOCL, Ambalamugal of any matter of an urgent nature. Any such matter informed shall be confirmed subsequently in writing.
18. To indemnify and keep HOCL harmless of any loss or damage caused by any act of negligence, omission or other causes of the contractor or any of its security personnel deployed for duty or by reason of failure of the Contractor.
19. To comply with provisions of any applicable law or to make payment due to the security personnel etc. and the decision of HOCL in this behalf shall be final and binding on the contractor.
20. To withdraw all the security personnel deployed for duty immediately on expiry of the period of the contract or on its earlier termination and to settle the accounts of the security personnel consequent thereto without delay and in such a way that HOCL shall not be liable or made liable in this matter in any way.
21. Submit the documentary proof of the Ex-servicemen before joining duty.

RIGHTS, OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES OF HOCL

- a) To specify and inform the points/area where security personnel have to be posted and the number of security staff to be posted at each of such points/areas. The points/areas of deployment may be changed according to requirements.
- b) To inform the Contractor the withdrawal/removal of any security personnel whose performance or conduct is found unsatisfactory.
- c) To inform immediately on noticing about any misconduct or commission of theft or any other act of indiscipline or conduct unbecoming of a security personnel, to the Contractor.
- d) To impose penalty as deemed fit on the Contractor for non- performance of any of the obligations and responsibilities under" OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES OF THE CONTRCATOR".
- e) To make payment on the basis of the bill submitted by the Contractor by cheque within 15 days on submission of bills after deducting contributions towards ESI, EPF and other statutory obligations in this regard.
- f) To provide accommodation to the security officer, supervisors and security guards deployed by the Contractor for HOCL on a nominal rent in lieu of House Rent Allowance.

THE CONTRACTORS UNDERSTANDING

- a) Apart from payment as per its monthly bill, the Contractor is not entitled to make any other claim on HOCL and HOCL have no other financial commitment in the matter.
- b) That payment as per the monthly bill of the Contractor is subject to all applicable statutory deductions.
- c) That the Contractor is responsible and liable to make payment of all benefits monetary or otherwise as per extant laws, to the security personnel deployed for duty in HOCL Township, Irimpanam. .

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

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

GENERAL

a. HOCL reserves the right to reduce / increase the number of guards to be engaged, change the shift timing and deployment of personnel according to its convenience / requirement.

b. Additional manpower is to be deployed as and when required by HOCL for which the payment will be made at the above rates.

TERMINATION

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

CONTRACT PREFERENCE

Contract / Price Preference or any other concessions applicable for **MSME / SSI/Startups/SC-ST/Women Venors/** 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.

AGREEMENT

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

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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. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the

bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Contract Person(NIC matters)

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

Contract Person (HOCL)

1. **Mr.N.V.RAVIDEV,**
GM(P&A), HOCL, AMBALAMUGAL.
Tel: 0484 2727325
2. **Mr.BIJU.C.J**
Sr.Admin. Officer. HOCL, AMBALAMUGAL.
Tel: 0484 2727294

HINDUSTAN ORGANIC CHEMICALS LIMITED

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

HOCL Tender No.PAD/2020/008(A) DTD.04.12.2020

SECURITY ARRANGEMENTS IN HOC TOWNSHIP (RE-TENDER)

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 bidder should have at least Two years experience in providing security arrangements to Factories/ Commercial Establishments/ Townships/ Residential Apartments.
2. The average annual financial turnover of the bidder for the last three years ending 31st March 2020 should not be less Rs.7.21 lakhs
3. Experience of having provided the security arrangements to Factories/ Commercial Establishments/ Townships/ Residential Apartments during the last seven years ending 31st March 2020 should be either of the following.
(Documentary proof to be attached along with the Technical Bid)

Three completed works costing not less than the amount equal to
Rs.9.6 Lakhs each

OR

Two completed works costing not less than the amount equal to
Rs.12 lakhs each

OR

One completed work costing not less than the amount equal to
Rs.19.25 lakhs

EARNEST MONEY DEPOSIT

The offer should be accompanied with an EMD of **Rs.18,000/-** (Rupees Twenty Thousand Only). EMD can either be remitted by way of cash at Company's Finance Department or by way of a Demand Draft drawn in favour of HOCL, Ambalamugal payable at State Bank of India, Ambalamedu Branch. Copy of DD/HOCL Receipt uploaded along with Technical Bid and **submit before due date at HOCL.**

EMD already remitted by the vendors against the open tender vide HOC Tender Reference PAD/2020/008, will be adjusted against EMD in this Tender Notice. Proof of remittance to be attached in the Technical Bid.

COST OF TENDER DOCUMENTS : Rs.1120/-

Tender Fee already remitted by the vendors against the open tender vide HOC Tender Reference PAD/2020/008, will be adjusted against the Tender Fee for this Tender. Proof of remittance to be attached in the Technical Bid.

SECURITY DEPOSIT

The successful tenderer has to deposit an amount equivalent to 7.5% of the tender value as Security Deposit before commencement of the work. The Security Deposit can be paid by DD, or in the form of a Bank Guarantee or FDR duly pledged in favour of HOCL. Alternatively Security Deposit can be deducted from the running bills of the contractor at the above rate. EMD remitted shall be treated as part of security deposit.

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.

TIME OF COMPLETION

The period of the contract shall be one year from 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.

RATES

The rate is to be quoted in the excel(BOQ) format of <https://eprocure.gov.in> website.

The rate is to be in BOQ; **Rate per Guard for 8 Hrs Duty.**

Rate per guard for 8 Hr duty

The rate should be inclusive of all duties etc, as applicable and the benefits extended to the personnel engaged viz; leave, holiday payment, compensation, bonus, Sunday wage, medical benefits etc. and also other benefits under Contract Labour (Regulation & Abolition) Act 1970 or any other legislation/rules applicable or any settlement applicable to the contract labours from time to time. The contractor shall be responsible for payment of wages not less than the minimum wages prescribed by the State Govt. for the category of personnel engaged by him from time to time. The rate should also include the remittance under EPF, ESI or under any other labour legislations or rules applicable to the contract labours.

Quotations with rates less than the minimum wages and other benefits payable to the personnel shall be rejected.

GST as applicable will be paid extra provided the contractor has a valid GST registration.

PAYMENT TERMS

The bills supported with the details of personnel engaged and recovery schedule of EPF & ESI will have to be submitted on a monthly basis. The contributions payable in respect of the personnel engaged under EPF & ESI and other applicable laws will be deducted by HOCL from the bills of the Contractor and will be remitted to the authorities concerned. Other taxes, levies, duties etc. as applicable also will be deducted from the bills.

AGREEMENT

The successful tenderer has to execute an agreement with the company, in the prescribed format before commencement of the contract. The format of the agreement is attached with the tender and it forms a part of the tender.

GENERAL

1. This Tender Notice is to be read in conjunction with the "**HOCL General Conditions of Contract**" (**available on Website-www.hoclkochi.com**) and the conditions therein shall be binding on the bidder.
2. All the pages of this Tender Notice are to be signed by the bidder and uploaded with the quotation.
3. Late and incomplete quotations will be rejected.

DOCUMENTS TO BE UPLOADED IN THE TECHNICAL BID:

1. Copy of Work Order & Turnover as per Pre Qualification Criteria handling security of similar organizations.
2. Copy of GSTN Certificate, PAN Card.
3. Details of Office premises including contact person, Address, telephone, etc.
4. Details of EMD and Tender fee.
5. Annexure I, III, IV,V, VI ,VII and Annexure A to G duly filled and stamped.

DEFECT LIABILITY PERIOD

AS PER GCC

DUE DATE & TIME: Due date for submission of tender is (Closing Date) : **26.12.2020** at 02.00 PM.

OPENING OF BIDS: The Technical Bids will be opened on **28.12.2020** at 02.00 PM electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by email.

PRICED BID SUBMISSION- BOQ(Bill of Quantity)

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 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.

RIGHT TO REJECT A BID: HOCL reserves the right to reject any bid due to any valid reasons.

SIGNING & SEALING ON ALL PAGES OF BIDS: The vendor shall sign and seal on all the pages of the bids uploaded, failing which bids are liable to be rejected.

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

HOCL Tender No.PAD/2020/008 (A) DTD.04.12.2020

SECURITY ARRANGEMENTS IN HOC TOWNSHIP (RE-TENDER)

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: SECURITY ARRANGEMENTS IN HOC TOWNSHIP

Details of current commitments and experience (Copies of work order to be attached)

1. Details of experience and current commitments
(copies of Work Order 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	

3. Details of EMD enclosed:

DD No... .. .DatedAmounting to ₹..... .. . Name of the Bank :

4. Details of Tender Fee enclosed:

DD No... .. .DatedAmounting to ₹..... .. . Name of the Bank :

5. Service Account Code (SAC) for the service should be mandatory written:

6. PAN No of the bidder:

7. GSTIN No of the bidder:

- 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 (Tender Notice, Scope of Work, Conditions of Contract, EMD etc.)

Signature of the Tenderer :

Name of the Tenderer :

Address :

Contact No:

PLACE :

Seal

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:

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

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

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

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

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

5. Labour Laws & Provident Fund

You are requested to possess:

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

6. Guidelines to Contractors/Suppliers for Environmental Protection

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

ANNEXURE - D

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by any Government 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")

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

(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:

SIGNATURE AND STAMP

Definitions

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

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

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

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

DATE:

SIGNATURE AND STAMP

Annexure G
(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 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 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 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.

(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.

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.

(5) 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.

- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
- (7) 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.
- (8) 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.
- “ the courts (5) The Bidder / Contractor signing this "Integrity Pact" shall not approach 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 SECURITY ARRANGEMENT IN HOC TOWNSHIP.
(Re-Tender)
Ref: Tender ref. No. PAD/2020/008 (A)

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for CONTRACT FOR SECURITY ARRANGEMENT IN HOC TOWNSHIP . We further affirm that we have understood all the terms of running SECURITY ARRANGEMENT IN HOC TOWNSHIP including the wages payable to the Security Personnel as per State Govt minimum wages and other benefits payable to them. 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)

.....