

(This tender aims for already enlisted contractors for this work with HOCL Kochi Unit. Any new contractor who wish to empanel for this type of work may submit their credentials so that they will be evaluated and pre-qualified and shall be considered for similar future work).

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

E- TENDER NOTICE

HOCL Invites e-Bids under the **Single Bid** system for the following work:

Sl. No.	Description of Item and Tender No.
1	REPAIR OF HOT OIL HEATER SHELL PLATE HOCL Tender Ref : MEC30182/2532

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 **Single Bid system** confirming to the specifications and the terms and conditions.

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



L. SHANIL LAL
GENERAL MANAGER (MECHANICAL)



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

MEC30182/2532

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 **REPAIR OF HOT OIL HEATER SHELL PLATE**. 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 <https://eprocure.gov.in/eprocure/app>

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

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

Thanking you,

Yours Faithfully,

For Hindustan Organic Chemicals Limited (CIN: L99999MH1960GOIO11895),

L. SHANIL LAL
GENERAL MANAGER (MECHANICAL)

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HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender Ref. No: HOCL Tender Ref : MEC30182/2532

Name of Work : REPAIR OF HOT OIL HEATER SHELL PLATE

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 enrol 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 BID

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.

Contact Person (National Informatics Centre)

Mr. Midhun Babu
Co-ordinator (NIC-HOCL)
Mob: 8921387812, 8547196394,

HOCL Work Co-ordinator

Mr. P.V. Babu
Chief Engineer (Mechanical)
Mob: 9446134842

HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender Ref. No: HOCL Tender Ref : MEC30182/2532

Name of Work : REPAIR OF HOT OIL HEATER SHELL PLATE

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

SCOPE OF WORK

The Scope includes but not limited to the following.

1. Patch up the earmarked portion of shell plates on all side by providing new plate over the existing damaged/corroded portion by full seal welding at all elevations and location with newly fabricated suitable size and shape of plate with suitable thickness (normally 6mm) as per the instruction of Engineer-in-Charge.
2. Providing SS Anchor rods/corbels to shell plate from inside of the shell as per the instruction of Engineer-in-charge.
3. Grinding and removal of SS strips of 50mm width and re-welding of the same and Cleaning.
4. Painting with two coats of protecto mastic paint for the replaced/welded portion of shell plate from inside as per the instruction of engineer-in-charge also included in the scope of work.
5. Supply and erection of scaffolding/platform to facilitate the work shall be in scope of contractor.
6. Strength and capacity of the scaffolding shall be in the responsibility of the contractor and to be checked by Safety department.
7. Preparation /fabrication of patch plate to the required size and shape shall be in the scope of contractor. The cutting of the patch plate shall be done either only by oxy acetylene gas cutting or by grinding.
8. Cleaning the surface of plate to be patched is included in the scope of contractor.
9. Any fittings or attachments found to be removed to facilitate the work to be done by the contractor and the same shall be fitted back to original condition at the cost and risk of the contractor.
10. Permission shall be obtained from the engineer in charge prior to removal any fitting or accessories from the shell/ heater body.
11. Removal of scaffolding after completion of work and cleaning of site shall be in the scope of contractor.

12. Transportation of all required materials from store, to Hot Oil Heater area and storing them with adequate storage protection.
13. Shell plate shall be cleaned and new patch plate shall be seal welded (full welded) to the required dimension to the shell using welding rod conforms to AWS E 6013, ESSAB/ADVANI/MOD1 make.
14. Shell plate (inside) shall be manually cleaned of all foreign matter, dust, debris etc. welding of angles, anchors supports etc. to the shell plate, cleaning & painting with two coats of protecto mastic paint.
15. The work is at an elevation between 5Mts to 25Mts and hence all necessary safety gadgets should be worn by the people employed by you as instructed by the Engineer-in-charge.
16. The entire work is to be carried out as per standard engineering practice and is subjected to stage inspection by HOCL.
17. All debris, Waste etc arising out of the job should be segregated transported, weighed and dumped to the specified areas as per the instruction by Engineer-in-charge.
18. All tools, tackles, wire brush, welding machines, welding electrodes, gas cutter with flash back arrestor, cutting gas, grinding wheels, grinding machine, painting brush, lifting tools & tackles etc., and other consumable like welding rod both (SS& CS), cutting wheels, gas, etc. for the satisfactory completion of the work has to be arranged by the contractor.
19. HOC will provide the required plates materials of required thickness, structural, anchor rods/corbels if any required, and paint at free of cost.
20. Grinding and removal of SS strips from the heater (radiation zone) and re-welding the same with new / old strip plate with SS welding rod confirm to AWS-E-309 (dissimilar materials).
21. Cutting, grinding and removal of existing V-hooks (SS), anchors for corbels, anchors, clamps, pipe etc. (per joint) and re-welding the same as per the instruction of Engineer-in-charge.
22. Electric power, water and air will be providing by HOCL at one point.
23. All type of labour skilled, unskilled including supervisors shall be in the scope of contractors.
24. Transportation of materials from HOCL stores to worksite/fabrication yard shall be in the scope of contractor.
25. Proper reconciliation statement shall be submitted regarding the material received after completion of the work.
26. The scarp/waste generation during fabrication work shall be shifted to a location shown by engineer in charge duly weighed at HOCL Weigh Bridge.
27. Balance material if any in good condition shall be returned to HOCL stores by the contractor.
28. Site is to be cleaned by contractor including removal of debris to scrap yard as per the instruction of engineer in charge.

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Ambalamugal P.O.,Ernakulam District, Kerala – 682 302.

Tender Ref. No: HOCL Tender Ref : MEC30182/2532

Name of Work : REPAIR OF HOT OIL HEATER SHELL PLATE

GENERAL TERMS AND CONDITIONS OF THE TENDER

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

EARNEST MONEY DEPOSIT

Quotation shall accompany an EMD of ₹2,900/- shall be paid by crossed DD/Bankers Cheque. Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.

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

1. If after opening of the tender, the tenderer revokes his tender or increase his quoted rates.
2. If the tenderer does not commence the work after awarding the contract.
3. No interest on EMD will be paid.
4. EMD of the successful tenderer will be adjusted against the security deposit.
5. EMD of unsuccessful bidders shall be refunded after finalization of the contract and no interest shall be payable.
6. The tender is revoked or varied during its validity period.
7. The Prices are increased unilaterally after the tender opening and during its validity.
8. The tenderer after intimation of acceptance of the tender fails to execute the agreement/or furnish security deposit within the stipulated time.

RATES

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

SECURITY DEPOSIT

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

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

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 DAY** of the delay or part there of subject to a maximum of 5% of the contract value.

PERIOD OF CONTRACT

The period of the contract shall be **ONE YEAR** from the date of issue of work order.

SCOPE OF SUPPLY

MATERIALS

a. Contractor's Scope

Supply and erection of scaffolding/platform, welding electrode, grinding wheels, oxygen and Acetylene gas for cutting to facilitate the work shall be in scope of contractor. Transportation of all required materials from store to Hot Oil Heater area and storing them with adequate storage protection. All type of labour skilled, unskilled including supervisors shall be in the scope of contractors. Transportation of materials from HOCL stores to worksite/fabrication yard shall be in the scope of contractor.

b. HOCL Scope

HOC will provide the required plates materials of required thickness, structural, anchor rods/corbels if any required, and inside paint (protectomastic) at free of cost.

Electric power, water and air will be providing by HOCL at one point.

TOOLS AND TACKLES

a. Contractor's Scope

All tools, tackles, wire brush, welding machines, welding electrodes, gas cuter with flash back arrestor, cutting gas, grinding wheels, grinding machine, painting brush, lifting tools & tackles etc., and other consumable like welding rod both (SS& CS), cutting wheels, gas, etc. for the satisfactory completion of the work has to be arranged by the contractor.

b. HOCL's scope

Nil.

TIME OF COMPLETION

Time of completion for dismantling, erection and painting shall be within **15 days** from the date of intimation to start the work at site. However, the party can start the fabrication of the grills against LOI.

VALIDITY OF THE TENDER

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

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

PRICE

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

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

PAYMENT TERMS

90% payment will be made on completion of the job and certificate by Engineer-in-Charge.

Balance 10% payment will be made after completion of Defect Liability Period of one year or on production of PBG.

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.

DEFECT LIABILITY PERIOD

As per GCC.

OTHER TERMS AND CONDITIONS

GENERAL CONDITIONS OF CONTRACT (GCC) OF HOCL

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

RIGHT TO ISSUE ADDENDUM

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

DUE DATE & TIME: Due date for submission of tender is (Closing date) **30/04/2019** at 02.00 pm.

OPENING OF BIDS: The Bids will be opened on **02/05/2019 at 02.00 PM** electronically.

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

SUBMISSION OF BIDS: Refer Annexure I.

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** Refer Instructions to Bidder for Online Bid Submission. **(such as name of the bidder).** No other cells should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

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

HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender Ref. No: HOCL Tender Ref : MEC30182/2532

Name of Work : REPAIR OF HOT OIL HEATER SHELL PLATE

SPECIAL CONDITIONS of CONTRACT

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

1. All manpower, tools, tackles, lifting tools, ropes, wire brushes, chain pulley block, wheel barrows etc. whatever required for the work are to be arranged by the contractor.
2. Safety Helmets, safety shoes, goggles, safety belts and other PPEs etc. for the workmen and supervisor employed for the work are to be arranged by the contractor.
3. No work to be carried out without wearing safety gadgets (PPE's), work order, confined space entry record and safety work permit by the employees of the contractor.
4. This work is a **shutdown activity** and you have to put all efforts to complete the work in time. Also you have to deploy people on round the clock basis if situation warrants as per the instruction of Engineer-in-Charge.
5. The entire work is to be carried out as per the standard engineering practice and subjected to stage inspection by HOC/3rd party inspection agency.
6. All debris, waste etc. arising out of the job should be segregated weighed, transported and dumped into the scrap yard as per the instruction of Engineer-in-Charge at your cost. The contractor also has to abide by the guidelines for Environmental Protection.
7. HOC has every right to stop the work if the progress and quality of work is found unsatisfactory. The balance work will be carried out by HOC through another agency at the cost and risk of the first contractor.
8. Contractor has to mobilise the complete team with necessary tools and tackles within 24 hours from the time of intimation to start the work.
9. Either the contractor or his authorised supervisor shall be available at work site throughout the work.
10. The quantity shown can vary ie. increase or decrease depending upon the situation. However, the rate and other terms and conditions shall be same throughout the pendency of the contract for which the contractor shall be ready.

11. Appropriate insurance shall be arranged by the contractor for the coverage of the liability to the people employed by them, arising out of any accident occurring during the execution of the work.
12. The Contractor shall follow all clause in Annexure –A, B & C like ESI, Safety Regulations and General Conditions of Contract, Workmen Compensation, Personal Protective Equipments (PPE), Labor Laws, PF, Guidelines to contractors / suppliers for environmental protection & Confined Space Entry
13. Contractor shall get prior permission from the Engineer-in-Charge for bringing the material to HOC.
14. Contractor shall ensure that a standby person is kept outside the man-way nozzle when the work is inside a confined space.
15. You are requested to visit the site to ascertain the exact quantum of work/site condition before submitting your offer.

HINDUSTAN ORGANIC CHEMICALS LIMITED

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Name of Work : REPAIR OF HOT OIL HEATER SHELL PLATE

CHECK LIST

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

1. Details of EMD enclosed:

DD No. _____ Dated _____ Amounting to _____

Name of the Bank : _____.

2. Scope of Work, General terms and conditions, special conditions of contract, Annexure A, B & C to be signed and stamped on all pages, scanned and uploaded.
3. Annexure D - duly filled, signed and stamped, scanned and uploaded.

Signature of the Tenderer :

Name of the Tenderer :

Address :

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

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

And without these PPE's 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 Licence 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.

अनुबंध “ क”

इएसआई,पीएफ श्रम कानून आदि - अपेक्षाएं

1.इएसआई अधिनियम 1948 के अनुसार इ एस आई

ठेकेदार काम के लिए तैनात अपने सभी कामगारों को इएसआई योजना के तहत नामित करेगा । इएसआई योजना के अधीन सभी कामगारों के लिए पंजीकरण का अनुपालन किया जाना है॥

2.संविदा की सुरक्षा विनियम और सामान्य शर्तें

ठेकेदार संविदा के सामान्य शर्तों में निर्धारित एचओसी के सभी सुरक्षा विनियमों का संख्ती से पालन करेगा । ठेकेदार को प्रतिदिन प्रतिशिफ्ट में काम शुरू करने के पहले प्राधिकृत अधिकारी से आवश्यक सुरक्षा कार्य परमिट प्राप्त करना चाहिए ।

3. कामगार क्षतिपूर्ति

कर्मचारी क्षतिपूर्ति अधिनियम 1923 के तहत क्षतिपूर्ति के लिए सभी दावों का वहन करना आपका दायित्व होगा । कार्य करने के लिए आपके द्वारा तैनात कामगार बीमारी,दुर्घटना,चोट या मृत्यु से पीडित होने में इ एस आई या अन्य किसी नियम के अधीन दायित्व आपका रहेगा । कर्मचारी राज्य बीमा अधिनियम 1948 का अनुपालन करना ठेकेदार का पूर्ण दायित्व होगा। आपके द्वारा लिए गए संविदा कार्य के निष्पादन के दौरान होनेवाले संपत्ति या व्यक्तियों के नुकसान हेतु दावे के लिए आप उत्तरदायी और ज़िम्मेदार रहेगा । आप एतद्वारा सहमत है कि आप कामगार क्षतिपूर्ति अधिनियम और उपर्युक्त अन्य सभी दावों के तहत एच ओ सी को पूर्ण रूप से मुक्त करेंगे और आप इस संबंध में किसी भी परिस्थिति में कोई तर्क नहीं उठाएगा ।

4.निजी सुरक्षा उपकरणों (पी पी ई)

आप से अनुरोध है कि निम्नलिखित निजी सुरक्षा उपकरणों का उपयोग करें

- 1.सेफ्टी हेलमेट
- 2.सेफ्टी बेल्ट
- 3.वेलडरों की निजी सुरक्षा उपकरणों जैसे गोगलस ,ग्लौस ,शूप्स एण्ड फेस शील्ड
4. गोगलस और फेस शील्ड

यह ठेकेदार का मूल दायित्व है कि वे अपने सभी पर्यवेक्षकों/कामगारों को ऊपर कहे गए सभी सुरक्षा उपकरणों (पी पी ई) प्रदान करें ।

यह भी कृपया नोट करें कि इन सुरक्षा उपकरणों के बिना ठेकेदार को कोई काम करने की अनुमति नहीं दी जाएगी ।

5.श्रम कानून एवं भविष्य निधि

आपसे अनुरोध है कि आपके साथ -

- 1.श्रम विभाग से संविदा श्रम (विनियम एवं उन्मूलन) अधिनियम 1970 के तहत एक लाइसेंस।
- 2.कर्मचारी भविष्यनिधि अधिनियम 1952 के अधीन एक अलग पी एफ कोड हो और क्षेत्रीय भविष्य निधि आयुक्त के साथ किए गए सीपीएफ अंशदान के भुगतान संबंधी विवरण भी प्रस्तुत करें ।

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.

6 पर्यावरण संरक्षण के लिए ठेकेदारों/आपूर्तिकर्ताओं को दिशा – निर्देश :

* ठेकेदार/आपूर्तिकर्ता यह सुनिश्चित करें कि सामग्रियों और सेवाओं की वजह से पर्यावरण पहलुओं पर प्रभाव न्यूनतम हो ।

* इस गतिविधि के दौरान सृजित एफ्लुवेन्ट को इंजीनियर प्रभावी द्वारा दिए गए अनुदेशों के अनुसार एफ्लुवेन्ट ट्रीटमेंट प्लांट से छोड़ दें।

* इस गतिविधि के दौरान सृजित जोखिम अवशिष्ट निपटान को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार जोखिम अवशिष्ट (प्रबंधन एवं उपयोग) नियमानुसार करना है ।

* अन्य सभी ठोस अवशिष्टों को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार निपटाना है ।

* पर्यावरण पर प्रभाव कम करने के लिए लीक एवं स्पिल से बचे । यदि कोई लीक / स्पिल हो तो सुधार कार्य करने के लिए प्रभारी इंजीनियर को तत्काल सूचित करें ।

* यदि उपयोगित मद जोखिम वर्ग में आता है तो यह सुनिश्चित करें कि :-

क) एम एस डी एस / ट्रेम कार्ड आदि सहित उत्पाद संबंधी विवरण सामग्री के साथ होना चाहिए ।

ख) जोखिम रसायन नियमावली के निर्माण, भंडार एवं निर्यात की अपेक्षा के अनुसार पैकिंग और लेबलिंग होना चाहिए ।

7. सीमित क्षेत्र प्रवेश

यदि काम के संबंध में सीमित क्षेत्र (जैसे कॉलम्स, हीट एक्सचेंजर, शेल्स, वेसलस, फिल्टर्स, स्पीरिस, बुलेट्स, बोइलर आदि) में प्रवेश करना है तो ठेकेदार को इस उद्देश्य के लिए रखे गए रजिस्टर पर नाम और अन्य विवरण प्रत्येक समय दर्ज करना चाहिए । सीमित क्षेत्र में प्रवेश करने के पहले सभी सुरक्षा विनिमयों का पालन करना है और परमिट प्राप्त करना है । सीमित क्षेत्र से बाहर आते समय कामगार/ पर्यवेक्षक को प्रत्येक समय प्रभारी इंजीनियर को अवश्य रिपोर्ट करना है । किसी भी मामले में इस रजिस्टर से किसी प्रकार की विचलन की अनुमति नहीं दी जाएगी ।

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.

अनुबंध - 'ख'

विषय : श्रम कानून - जॉच सूची

1. संविदा श्रम (विनियम और उन्मूलन) अधिनियम -1970

प्रत्येक काम के लिए एक ही समय 19 से अधिक मज़दूरों को लगाते समय ठेकेदार को श्रम लाइसेंस प्राप्त करना चाहिए।

2. कर्मचारी राज्य बीमा अधिनियम 1948

कामगार जिनका वेतन(समयोपरि भत्ता छोड़कर) प्रतिमाह 15000/-से अधिक न हो, इस अधिनियम के तहत आता है। कृपया ध्यान दें कि निम्नलिखित कार्यकलाप पूरा करने के बाद ही फैक्टरी परिसर/टाऊनशिप में कामगारों को काम करने की अनुमति दिया जाएगा।

क) इ एस आई के अधीन पहले ही पंजीकृत मज़दूरों को इ एस आई कार्ड और उसकी एक प्रति प्रस्तुत करना चाहिए।

ख) नए मामले में, इस अधिनियम के अधीन पंजीकृत करने के लिए निम्नलिखित दस्तावेजों प्रस्तुत करना चाहिए।

1. संबंधित कामगार द्वारा यथाविधि भरे हुए पंजीकृत प्रपत्र।

2. पहचान के लिए प्रमाण - पता एवं आयु (एस एस एल सी, जन्म प्रमाण पत्र, ड्राइविंग लाइसेंस, पासपोर्ट आदि)।

3. परिवार के दो फोटो -

ग) ऐसे कामगार जिनका वेतन प्रतिमाह 15000/ से अधिक दावा दे रहे हैं, निम्नलिखित दस्तावेजों प्रस्तुत करनी चाहिए।

1. उनके नियोक्ता से यह वचनबंध प्रस्तुत करना है कि प्रतिमाह उनका वेतन रु. 15000/ से अधिक है और उन्हें इ एस आई अधिनियम के तहत शामिल करने की आवश्यकता नहीं है।

2. निजी दुर्घटना पॉलिसी की एक प्रति इसमें यह दर्शाता है कि कामगार इस पॉलिसी की सुरक्षा हैं।

3. इ पी एफ और एम पी अधिनियम 1952

क) संबंधित कामगार को नामांकन प्रपत्र फाईल करना है।

ख) यदि प्रस्तुत अधिनियम और योजना के तहत पहले ही नामित हो, तो संबंधित दस्तावेज प्रस्तुत करें।

4. अन्तर राज्य प्रवासी कामगार (रोजगार और सेवा शर्तों के विनियम) अधिनियम 1979

यदि ठेकेदार किसी भी दिन 05 या उससे अधिक अन्तर राज्य प्रवासी कामगार को काम के लिए लगाते हो तब उन्हें प्रस्तुत अधिनियम के तहत लाइसेंस प्राप्त करना चाहिए।

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.

सुरक्षा, स्वास्थ्य एवं पर्यावरण (एस एच ई) की शर्तें

एस ओ सी एल, अंबलमुगल में काम करने वाले ठेकेदारों के लिए निम्नलिखित सुरक्षा, स्वास्थ्य एवं पर्यावरण शर्तें लागू होंगे।

1. सुरक्षा, स्वास्थ्य एवं पर्यावरण के प्रभावी एवं दक्ष प्रबंधन के लिए कार्यस्थल में योग्य एवं अनुभवी व्यक्तियों की उपलब्धता एवं उपयुक्तता सुनिश्चित करेंगे।
2. आवश्यकताओं के अनुरूप उपकरण, सामग्री और उपभोज्य सुनिश्चित करेंगे।
3. उपयोग किए जाने वाले सभी उपकरण / पाइ की सामग्रियों को पर्याप्त मजबूती / टिकाऊपन सुनिश्चित करेंगे।
4. यह सुनिश्चित करेंगे कि उचित एवं पर्याप्त पी पी ई प्रदान किए जाएंगे और संबंधित व्यक्तियों द्वारा पहने जाएंगे।
5. आवश्यकतानुसार कार्यकलाप/ जोखिम के उपयुक्त सुरक्षा चिहनों को लगाना सुनिश्चित करेंगे।
6. कार्यस्थल से ऐसे सामग्री जो आवश्यकता के अनुरूप नहीं हो, को हटाया जाना सुनिश्चित करेंगे।
7. यह सुनिश्चित करेंगे कि कार्यकलाप के कारण पर्यावरण में कोई प्रतिकूल प्रभाव न हो।
8. अपने कर्मचारियों की गतिविधियों पर उचित एवं सूक्ष्म पर्यवेक्षण सुनिश्चित करेंगे।
9. कार्यान्वित किए जा रहे कार्य की प्रकृति संबंधी दुर्घटनाओं का पहचान करेंगे और जहां अपेक्षित हो किसी प्रकार की घटनाओं / दुर्घटनाओं को रोकने के लिए ऐसी दुर्घटनाओं को दूर करने / नियंत्रित करने के उपाय विकसित करेंगे।
10. कर्मचारियों को कार्य के दौरान पर शिक्षित / प्रशिक्षित करना सुनिश्चित करेंगे और उनके एस एच ई जागरूकता में सुधार लाना भी सुनिश्चित करेंगे।
11. पर्याप्त स्वास्थ्य की व्यवस्था सुनिश्चित करेंगे (यानि सफाई, धूल एवं धूआं मुक्त पर्यावरण, उचित प्रकाश की व्यवस्था और ठेकेदार द्वारा काम के लिए नियुक्त सभी कर्मचारियों को पेय जल)
12. नियमित जांच / निरीक्षण करके निम्नलिखित के लिए नियमित नियंत्रण सुनिश्चित करेंगे लेकिन केवल निम्नलिखित के लिए सीमित नहीं करेंगे।
 - * वाहनों एवं उपकरणों
 - * टूल्स, उपकरण, लिफ्टिंग उपकरणों
 - * सुरक्षा उपकरणों
 - * आग संरक्षण
13. समय – समय पर और जब कभी आवश्यक हो, अपने व्यय पर कार्य स्थल से निर्दिष्ट क्षेत्र की ओर सभी कूड़े/ रद्दी/अनुपयोगी सामग्रियाँ निकाल देंगे और हटा देंगे।
14. प्रदत्त कार्य के संबंध में घटित होनेवाली सभी घटनाओं / दुर्घटनाओं यदि कोई हो तो, रिपोर्ट करेंगे। ठेकेदार घटना / दुर्घटना रिपोर्ट तैयार करके मालिक (ऑनेर्स) सेफ्टी विभाग में प्रस्तुत करेंगे।

ANNEXCURE -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 the 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 black listing or holiday listing and in the 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 :

Signature of Bidder:

Date :

अनुबंध डी
काली सूची/अवकाश सूची की घोषणा संबंधी पत्र

स्वामित्व प्रतिष्ठान के संबंध में :-

मैं एतद्वारा घोषणा करता/ करती हूँ कि न तो मैं अपने नाम पर या मेरे स्वामित्व प्रतिष्ठान सर्वश्री के नाम पर जिसने संलग्न बोली /निविदा प्रस्तुत न कर रहे हैं या मेरे स्वामित्व में या किसी अन्य साझेदार कंपनी जिसमें मैं प्रबंध भागीदार के रूप में हो, वे नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं ।
(यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

साझेदार कंपनी के संबंध में

हम एतद्वारा घोषित करते /करती हैं कि न तो हम, सर्वश्री ने प्रस्तुत बोली/निविदा प्रस्तुत करता है या कंपनी से शामिल किसी भागीदार न उनके वैयक्तिक क्षमता या स्वामित्व के रूप में या किसी कंपनी/ कारोबार के प्रबंधन भागीदार के रूप में नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं ।
(यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

कंपनी के संबंध में

हम एतद्वारा घोषित करते/ करती हैं कि हमें नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं ।
(यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

यह समझता हूँ कि यदि इस घोषणा के किसी भी विवरण गलत हो जाने पर हिंदुस्तान ओर्गेनिक केमिकल्स लिमिटेड या इसके प्रशासनिक मंत्रालय को मेरा/हमारा बोली अस्वीकार करने का अधिकार है और यदि बोली ठेके के रूप में हो जाने पर , प्रस्तुत ठेका समाप्त करने का अधिकार है ।

स्थान:

बोलीदाता का हस्ताक्षर :

तिथि:

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

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

And without these PPE's 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 Licence 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.

अनुबंध “ क”

इएसआई,पीएफ श्रम कानून आदि - अपेक्षाएं

1.इएसआई अधिनियम 1948 के अनुसार इ एस आई

ठेकेदार काम के लिए तैनात अपने सभी कामगारों को इएसआई योजना के तहत नामित करेगा ।
इएसआई योजना के अधीन सभी कामगारों के लिए पंजीकरण का अनुपालन किया जाना है॥

2.संविदा की सुरक्षा विनियम और सामान्य शर्तें

ठेकेदार संविदा के सामान्य शर्तों में निर्धारित एचओसी के सभी सुरक्षा विनियमों का संख्ती से पालन करेगा । ठेकेदार को प्रतिदिन प्रतिशिफ्ट में काम शुरू करने के पहले प्राधिकृत अधिकारी से आवश्यक सुरक्षा कार्य परमिट प्राप्त करना चाहिए ।

3. कामगार क्षतिपूर्ति

कर्मचारी क्षतिपूर्ति अधिनियम 1923 के तहत क्षतिपूर्ति के लिए सभी दावों का वहन करना आपका दायित्व होगा । कार्य करने के लिए आपके द्वारा तैनात कामगार बीमारी,दुर्घटना,चोट या मृत्यु से पीड़ित होने में इ एस आई या अन्य किसी नियम के अधीन दायित्व आपका रहेगा । कर्मचारी राज्य बीमा अधिनियम 1948 का अनुपालन करना ठेकेदार का पूर्ण दायित्व होगा। आपके द्वारा लिए गए संविदा कार्य के निष्पादन के दौरान होनेवाले संपत्ति या व्यक्तियों के नुकसान हेतु दावे के लिए आप उत्तरदायी और ज़िम्मेदार रहेगा । आप एतद्वारा सहमत है कि आप कामगार क्षतिपूर्ति अधिनियम और उपर्युक्त अन्य सभी दावों के तहत एच ओ सी को पूर्ण रूप से मुक्त करेंगे और आप इस संबंध में किसी भी परिस्थिति में कोई तर्क नहीं उठाएगा ।

4.निजी सुरक्षा उपकरणों (पी पी ई)

आप से अनुरोध है कि निम्नलिखित निजी सुरक्षा उपकरणों का उपयोग करें

- 1.सेफ्टी हेलमेट
- 2.सेफ्टी बेल्ट
- 3.वेलडरों की निजी सुरक्षा उपकरणों जैसे गोगलस ,ग्लौस ,शूप्स एण्ड फेस शील्ड
4. गोगलस और फेस शील्ड

यह ठेकेदार का मूल दायित्व है कि वे अपने सभी पर्यवेक्षकों/कामगारों को ऊपर कहे गए सभी सुरक्षा उपकरणों (पी पी ई) प्रदान करें ।

यह भी कृपया नोट करें कि इन सुरक्षा उपकरणों के बिना ठेकेदार को कोई काम करने की अनुमति नहीं दी जाएगी ।

5.श्रम कानून एवं भविष्य निधि

आपसे अनुरोध है कि आपके साथ -

- 1.श्रम विभाग से संविदा श्रम (विनियम एवं उन्मूलन) अधिनियम 1970 के तहत एक लाइसेंस।
- 2.कर्मचारी भविष्यनिधि अधिनियम 1952 के अधीन एक अलग पी एफ कोड हो और क्षेत्रीय भविष्य निधि आयुक्त के साथ किए गए सीपीएफ अंशदान के भुगतान संबंधी विवरण भी प्रस्तुत करें ।

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.

6 पर्यावरण संरक्षण के लिए ठेकेदारों/आपूर्तिकर्ताओं को दिशा – निर्देश :

* ठेकेदार/आपूर्तिकर्ता यह सुनिश्चित करें कि सामग्रियों और सेवाओं की वजह से पर्यावरण पहलुओं पर प्रभाव न्यूनतम हो ।

* इस गतिविधि के दौरान सृजित एफ्लुवेन्ट को इंजीनियर प्रभावी द्वारा दिए गए अनुदेशों के अनुसार एफ्लुवेन्ट ट्रीटमेंट प्लांट से छोड़ दें।

* इस गतिविधि के दौरान सृजित जोखिम अवशिष्ट निपटान को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार जोखिम अवशिष्ट (प्रबंधन एवं उपयोग) नियमानुसार करना है ।

* अन्य सभी ठोस अवशिष्टों को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार निपटाना है ।

* पर्यावरण पर प्रभाव कम करने के लिए लीक एवं स्पिल से बचे । यदि कोई लीक / स्पिल हो तो सुधार कार्य करने के लिए प्रभारी इंजीनियर को तत्काल सूचित करें ।

* यदि उपयोगित मद जोखिम वर्ग में आता है तो यह सुनिश्चित करें कि :-

क) एम एस डी एस / ट्रेम कार्ड आदि सहित उत्पाद संबंधी विवरण सामग्री के साथ होना चाहिए ।

ख) जोखिम रसायन नियमावली के निर्माण, भंडार एवं निर्यात की अपेक्षा के अनुसार पैकिंग और लेबलिंग होना चाहिए ।

7. सीमित क्षेत्र प्रवेश

यदि काम के संबंध में सीमित क्षेत्र (जैसे कॉलम्स, हीट एक्सचेंजर, शेल्स, वेसलस, फिल्टर्स, स्पीरिस, बुलेट्स, बोइलर आदि) में प्रवेश करना है तो ठेकेदार को इस उद्देश्य के लिए रखे गए रजिस्टर पर नाम और अन्य विवरण प्रत्येक समय दर्ज करना चाहिए । सीमित क्षेत्र में प्रवेश करने के पहले सभी सुरक्षा विनिमयों का पालन करना है और परमिट प्राप्त करना है । सीमित क्षेत्र से बाहर आते समय कामगार/ पर्यवेक्षक को प्रत्येक समय प्रभारी इंजीनियर को अवश्य रिपोर्ट करना है । किसी भी मामले में इस रजिस्टर से किसी प्रकार की विचलन की अनुमति नहीं दी जाएगी ।

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.

अनुबंध - 'ख'

विषय : श्रम कानून - जॉच सूची

1. संविदा श्रम (विनियम और उन्मूलन) अधिनियम -1970

प्रत्येक काम के लिए एक ही समय 19 से अधिक मजदूरों को लगाते समय ठेकेदार को श्रम लाइसेंस प्राप्त करना चाहिए।

2. कर्मचारी राज्य बीमा अधिनियम 1948

कामगार जिनका वेतन(समयोपरि भत्ता छोड़कर) प्रतिमाह 15000/-से अधिक न हो, इस अधिनियम के तहत आता है। कृपया ध्यान दें कि निम्नलिखित कार्यकलाप पूरा करने के बाद ही फैक्टरी परिसर/टाऊनशिप में कामगारों को काम करने की अनुमति दिया जाएगा।

क) इ एस आई के अधीन पहले ही पंजीकृत मजदूरों को इ एस आई कार्ड और उसकी एक प्रति प्रस्तुत करना चाहिए।

ख) नए मामले में, इस अधिनियम के अधीन पंजीकृत करने के लिए निम्नलिखित दस्तावेजें प्रस्तुत करना चाहिए।

1. संबंधित कामगार द्वारा यथाविधि भरे हुए पंजीकृत प्रपत्र।

2. पहचान के लिए प्रमाण - पता एवं आयु (एस एस एल सी, जन्म प्रमाण पत्र, ड्राइविंग लाइसेंस, पासपोर्ट आदि)।

3. परिवार के दो फोटो -

ग) ऐसे कामगार जिनका वेतन प्रतिमाह 15000/ से अधिक दावा दे रहे हैं, निम्नलिखित दस्तावेजें प्रस्तुत करनी चाहिए।

1. उनके नियोक्ता से यह वचनबंध प्रस्तुत करना है कि प्रतिमाह उनका वेतन रु.15000/ से अधिक है और उन्हें इ एस आई अधिनियम के तहत शामिल करने की आवश्यकता नहीं है।

2. निजी दुर्घटना पॉलिसी की एक प्रति इसमें यह दर्शाता है कि कामगार इस पॉलिसी की सुरक्षा हैं।

3. इ पी एफ और एम पी अधिनियम 1952

क) संबंधित कामगार को नामांकन प्रपत्र फाईल करना है।

ख) यदि प्रस्तुत अधिनियम और योजना के तहत पहले ही नामित हो, तो संबंधित दस्तावेज प्रस्तुत करें।

4. अन्तर राज्य प्रवासी कामगार (रोजगार और सेवा शर्तों के विनियम) अधिनियम 1979

यदि ठेकेदार किसी भी दिन 05 या उससे अधिक अन्तर राज्य प्रवासी कामगार को काम के लिए लगाते हो तब उन्हें प्रस्तुत अधिनियम के तहत लाइसेंस प्राप्त करना चाहिए।

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.

सुरक्षा, स्वास्थ्य एवं पर्यावरण (एस एच ई) की शर्तें

एस ओ सी एल, अंबलमुगल में काम करने वाले ठेकेदारों के लिए निम्नलिखित सुरक्षा, स्वास्थ्य एवं पर्यावरण शर्तें लागू होंगे।

1. सुरक्षा, स्वास्थ्य एवं पर्यावरण के प्रभावी एवं दक्ष प्रबंधन के लिए कार्यस्थल में योग्य एवं अनुभवी व्यक्तियों की उपलब्धता एवं उपयुक्तता सुनिश्चित करेंगे।
2. आवश्यकताओं के अनुरूप उपकरण, सामग्री और उपभोज्य सुनिश्चित करेंगे।
3. उपयोग किए जाने वाले सभी उपकरण / पाइ की सामग्रियों को पर्याप्त मजबूती / टिकाऊपन सुनिश्चित करेंगे।
4. यह सुनिश्चित करेंगे कि उचित एवं पर्याप्त पी पी ई प्रदान किए जाएंगे और संबंधित व्यक्तियों द्वारा पहने जाएंगे।
5. आवश्यकतानुसार कार्यकलाप/ जोखिम के उपयुक्त सुरक्षा चिहनों को लगाना सुनिश्चित करेंगे।
6. कार्यस्थल से ऐसे सामग्री जो आवश्यकता के अनुरूप नहीं हो, को हटाया जाना सुनिश्चित करेंगे।
7. यह सुनिश्चित करेंगे कि कार्यकलाप के कारण पर्यावरण में कोई प्रतिकूल प्रभाव न हो।
8. अपने कर्मचारियों की गतिविधियों पर उचित एवं सूक्ष्म पर्यवेक्षण सुनिश्चित करेंगे।
9. कार्यान्वित किए जा रहे कार्य की प्रकृति संबंधी दुर्घटनाओं का पहचान करेंगे और जहां अपेक्षित हो किसी प्रकार की घटनाओं / दुर्घटनाओं को रोकने के लिए ऐसी दुर्घटनाओं को दूर करने / नियंत्रित करने के उपाय विकसित करेंगे।
10. कर्मचारियों को कार्य के दौरान पर शिक्षित / प्रशिक्षित करना सुनिश्चित करेंगे और उनके एस एच ई जागरूकता में सुधार लाना भी सुनिश्चित करेंगे।
11. पर्याप्त स्वास्थ्य की व्यवस्था सुनिश्चित करेंगे (यानि सफाई, धूल एवं धूआं मुक्त पर्यावरण, उचित प्रकाश की व्यवस्था और ठेकेदार द्वारा काम के लिए नियुक्त सभी कर्मचारियों को पेय जल)
12. नियमित जांच / निरीक्षण करके निम्नलिखित के लिए नियमित नियंत्रण सुनिश्चित करेंगे लेकिन केवल निम्नलिखित के लिए सीमित नहीं करेंगे।
 - * वाहनों एवं उपकरणों
 - * टूल्स, उपकरण, लिफ्टिंग उपकरणों
 - * सुरक्षा उपकरणों
 - * आग संरक्षण
13. समय – समय पर और जब कभी आवश्यक हो, अपने व्यय पर कार्य स्थल से निर्दिष्ट क्षेत्र की ओर सभी कूड़े/ रद्दी/अनुपयोगी सामग्रियाँ निकाल देंगे और हटा देंगे।
14. प्रदत्त कार्य के संबंध में घटित होनेवाली सभी घटनाओं / दुर्घटनाओं यदि कोई हो तो, रिपोर्ट करेंगे। ठेकेदार घटना / दुर्घटना रिपोर्ट तैयार करके मालिक (ऑर्नेस) सेफ्टी विभाग में प्रस्तुत करेंगे।

ANNEXCURE -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 the 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 black listing or holiday listing and in the 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 :

Signature of Bidder:

Date :

अनुबंध डी
काली सूची/अवकाश सूची की घोषणा संबंधी पत्र

स्वामित्व प्रतिष्ठान के संबंध में :-

मैं एतद्वारा घोषणा करता/ करती हूँ कि न तो मैं अपने नाम पर या मेरे स्वामित्व प्रतिष्ठान सर्वश्री के नाम पर जिसने संलग्न बोली /निविदा प्रस्तुत न कर रहे हैं या मेरे स्वामित्व में या किसी अन्य साझेदार कंपनी जिसमें मैं प्रबंध भागीदार के रूप में हो, वे नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं ।
(यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

साझेदार कंपनी के संबंध में

हम एतद्वारा घोषित करते /करती हैं कि न तो हम, सर्वश्री ने प्रस्तुत बोली/निविदा प्रस्तुत करता है या कंपनी से शामिल किसी भागीदार न उनके वैयक्तिक क्षमता या स्वामित्व के रूप में या किसी कंपनी/ कारोबार के प्रबंधन भागीदार के रूप में नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं ।
(यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

कंपनी के संबंध में

हम एतद्वारा घोषित करते/ करती हैं कि हमें नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं ।
(यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

यह समझता हूँ कि यदि इस घोषणा के किसी भी विवरण गलत हो जाने पर हिंदुस्तान ओर्गेनिक केमिकल्स लिमिटेड या इसके प्रशासनिक मंत्रालय को मेरा/हमारा बोली अस्वीकार करने का अधिकार है और यदि बोली ठेके के रूप में हो जाने पर , प्रस्तुत ठेका समाप्त करने का अधिकार है ।

स्थान:

बोलीदाता का हस्ताक्षर :

तिथि: