



HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)
AMBALAMUGAL, Ernakulam District, PIN - 682 032.
Phone: (0484) 2720911, E-MAIL: kochi@hoclindia.com

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 FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING HOCL Tender Ref : HR/2024/002

Tender documents may be downloaded from www.hoclkochi.com, www.gem.gov.in or www.eprocure.gov.in.

Interested parties may please get registered with NIC e-procurement portal (URL: <https://www.eprocure.gov.in>) or www.gem.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** confirming to the specifications and the terms and conditions.

Due Date & Time for Bid Submission: 31.01.2024, 14:00:00 Hours.

For HINDUSTAN ORGANIC CHEMICALS LIMITED (CIN: L99999KL1960GOI082753)

M.J.JAGADEESH
CHIEF GENERAL MANAGER (ENGG./HR) & FACTORY MANAGER



HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

AMBALAMUGAL, Ernakulam District, PIN - 682 032.

Phone: (0484) 2720911, E-MAIL: kochi@hoclindia.com

E- TENDER NOTICE

HR/2024/002

Date: 10.01.2024

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 **CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING..** HOCL has entered into an agreement with M/s. NIC for e-procurement through their portal www.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, www.gem.gov.in and www.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 Annexures 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: L99999KL1960GOI082753)**

M.J.JAGADEESH

CHIEF GENERAL MANAGER (ENGG./HR) & FACTORY MANAGER

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HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

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

Tender No: HR/2024/002**CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING****SCOPE OF WORK*****THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND SUBMITTED ALONG WITH THE E-TENDER*****DETAILS OF INTERMITTENT JOBS TO BE CARRIED OUT**

Intermittent and occasional jobs of the following nature in different departments of the company are to be carried out with Male workers as and when required.

DEPARTMENTS & NATURE OF WORK**PRODUCTION DEPARTMENT**

- TF/UF and MEA sump water pumping
- Hydrocarbon collection from API Oil Separator, RE Sump etc.
- Sludge transfer Lagoon to Sand filter and collection of dry sludge from sand filter.
- Acid transfer to DM plant (manually) as and when required from Synthesis section.
- Removing and recharging resins, activated carbon from SAC, SBA Mixed bed and ACF vessels.
- Addition of fresh Hot Oil surge drum.
- Transfer of Hot Oil drained from the plant to surge drum.
- Shifting filled hot oil drums (Hot oil drained from reboilers of different sections) to hot oil section.
- 2 MBF draining in drums, shifting the drums, loading the 2 MBF materials to TK.6519.
- Pumping out water from DNET and Fractionation sump using air pumps.
- Draining the material (hot oil & Hydrocarbon) in drums from the reboilers.
- Shifting the drums (full) from various sample point area.
- Shifting Hydrocarbon drums/leaky Phenol drums/and lab sample drums to Frac. Sump for reprocessing.
- E A Q addition
- SC 150 addition
- Removal of sample drums from the H2O2 plant and unload the same to day-tank.
- Shifting, unloading of KOH drums for electrolyte preparation.
- Cleaning of Plant floorings.
- During rainy season, Shifting Lime bags and spread lime in plant floors to avoid slippery.
- Hydrocarbon draining from Cumene Reactor Filters.

MECHANICAL DEPARTMENT**Maintenance Workshop**

1. Lubrication oil filling in CPP - Engines every day when the engine is Running.
2. Cleaning of mechanical parts of machinery.
3. Cleaning of oil spillage at work areas in plant/workshop.
4. Segregation of tools and tackles at workshop.
5. Segregation of scrap materials.
6. Handling of fresh lube oils/grease drums.
7. Collecting of waste lube oils.

8. Collecting/returning of spares/materials from stores.
9. Shifting of materials/tools & Tackles to and from various plants for site works.

Central Workshop

1. Material shifting from Stores and transfer of materials to various plants for site works.
2. Cleaning of workshop, shifting of diesel and oil drums and cleaning of materials handling equipment.

UTILITIES DEPARTMENT

1. Shifting of chemicals and materials from stores, cleaning of LSHS in LSHS unloading area and boiler plant.
2. Segregation of carboys and drums in cooling towers and LSHS unloading area.
3. Taking office papers, drawing & files to various departments and back.

ELECTRICAL DEPARTMENT

I. PHENOL PLANT AREA

Heavy tools handling/Ladder shifting for lighting work etc. 5 days/month
Materials shifting from stores 3 days/month
Motors and equipment cleaning, heavy motor hood lifting, overhauling/maintenance.
Helper to Technicians.
Battery room cleaning.
Cable room cleaning.

II. AUXILIARY SUBSTATION AREA

Ladder shifting work 3 days/month

Cleaning bushes of plants in Auxiliary Substation yard & MCC room/cable room cleaning etc.

As a helper to technician since no general workman is available for this area.

III. CPP AREA

Cleaning of engine, trenches, drains, etc.
Sludge removal, filling in drum & removing to tank
Helper to technician
Shifting of scraps battery/starter/dynamo/tools/meters/ladder etc.
Cleaning of cable gallery/battery room
Helper to technician for preventive.
Maintenance of transformer & Heavy equipment cleaning of substation yard & removal of bushes.

IV. H2O2 / UTILITY SUBSTATION

Cleaning of cable gallery at H2O2S/S, Utility S/S MCC
Cleaning of transformer yard.
Cleaning of battery room at H2O2S/S .
Shifting of ladder for street light maintenance.
Shifting of transformer oil while carrying out oil filtration.
Shifting of scrap batteries when changing the batteries.
Cleaning site after preventive maintenance comprising of Maintenance of motors, Bearing changing while breakdown/maintenance, Lighting maintenance, Motor overhauling /removal of motors, Cleaning of MCC/PCC/UPS/battery charger.

INSTRUMENTATION DEPARTMENT

1. Lifting and moving of Heavy Items like Control Valve from plant to Dept. /Workshop or Dept. / Workshop to plant etc.
2. Cleaning / Rearranging of Inst. Workshop/Office etc.
3. Inst. Cable pulling/Dressing etc.
4. During Annual Stamping assisting in removing Weights, Weigh Scale, Weigh Bridge Platforms etc.

SAFETY DEPARTMENT

1. Cleaning of fire station surroundings & garages.
2. Filling of diesel in pumps and vehicles.
3. Diesel collection in drums from cooling water once in a week
4. Arrangement and cleaning of stores.
5. Cleaning of Fire station pump house.
6. Cleaning and washing of fire station vehicles.
7. Draining and filling of foam compound in fire tenders As and when the Fire tenders require repair work in the foam tank or connected system -
8. Draining and filling of foam compound in foam tanks in the plant. As and when some repair work come.
9. Disposal of unserviceable items from fire station premises to store yard As and when such items arise.

CIVIL

1. Removal of weeds in expansion joint in paved areas.
2. Works connected with Civil Maintenance like excavation, chipping, etc. As and when required.

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. . Page 7 of 17
- 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 (HOCL)

1. **Mr.M.J.JAGADEESH,**
CGM(ENGG./HR)&FM, HOCL, AMBALAMUGAL.
0484 2727403
2. **Mr.BIJU.C.J**
Dy. Manager, HOCL, Tel. 0484 2727294

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

Tender No: HR/2024/002

**CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT
DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING**

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

a. Average annual financial turnover during the last 03 years ending 31st March of the previous financial year should be at least **Rs. 11.55** lakhs. (Documentary proof should be attached along with the Technical Bid).

b. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: (Documentary proof should be attached along with the Technical Bid)

Three similar completed works costing not less than the amount equal to **Rs. 15.40** lakhs each.

OR

Two similar completed works costing not less than the amount equal to **Rs. 19.25** lakhs each.

OR

One similar completed work costing not less than the amount equal to **Rs. 30.80** lakhs.

The bidder shall submit a certificate to the effect that he has completed the work satisfactorily.

c. Details of EMD & Details of Tender Fee.

d. Details of PAN No:

c. Labour License No. (if any)

d. Details of GST.

Earnest Money Deposit

Quotation shall accompany an EMD of **Rs. 77,000/-** paid by crossed DD/Bankers Cheque/Cash only of Central Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ambalamedu branch of SBI (A/c. No: 33580607136, IFS Code: CBIN 0284515). Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected. EMD of the tenderer will be forfeited under the following conditions:-

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

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

The Earnest Money Deposit shall be forfeited if: -

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

EMD shall be paid by crossed DD/ Bankers Cheque only of of Central Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ambalamedu branch of SBI (A/c. No: 33580607136, IFS Code: CBIN 0284515). Details of bank transfer should be indicated/ copy to be uploaded in your technical offer. Parties who are not interested in quoting against enquiry may kindly send back the hard copy of the documents to us.

Rates

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

Any work which involves transfer of materials, KVAT as applicable rate shall be deducted from the bill, unless a certificate to contrary is obtained from the Sales Tax Authorities.

Performance Security(Performance BG): The Performance Security will be **10 %** of the total value of the contract. The Contractor remit within 21 days from the date of issuing the work order.

Security Deposit: Security Deposit will be recovered through deductions at the rate of **5%** of the value of each running account bill till the total Security Deposit amount is collected.

Alternatively, you may at your option deposit the full amount of 5 % of the accepted value of the tender towards the security deposit within 21 days of receipts by you, the notification accepting your tender.

Contractor can furnish the initial or total security deposit amount by way of bank guarantee from any nationalized bank in the prescribed form in favor of Hindustan Organic Chemicals Limited.

The EMD of the successful tenderer will be adjusted against the amount payable towards security deposit.

Liquidated Damages: If the work is not completed within the stipulated time, the contractor is liable to pay a LD of $\frac{1}{2}\%$ of the total contract value per week of the delay or part thereof 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.

However, work order shall be issued in two spells of six months each. Initially work order shall be issued for first SIX months and subject to satisfactory performance during this period, further work order for the remaining six months will be issued.

Scope of Supply : Please see "scope of work" and "CONDITIONS OF CONTRACT"

Time of Completion : The period of the contract shall be **one year** from the date of issue of Work Order.

Payment terms: Payment will be made on monthly basis as per the actual number of engagement of casual labourers.

The payment towards the bills will be made within 15 days from the date of submission of the bills supported with the relevant documents. Bills should be submitted once in a month.

Records of daily engagement of workers and payment made to them shall be submitted along with the monthly bill at the P&A office of the company for verification.

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

AGREEMENT

The contractor has to execute an agreement with HOCL in the prescribed format on a non judicial stamp paper of appropriate value and in case of placement of work order.

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

OTHER TERMS AND CONDITIONS

NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURER FOR CASUAL JOBS OF MISCELLANEOUS NATURE

CONDITIONS OF CONTRACT

1. The supervision of the workers engaged and ensuring the quantum of work to be completed in time will be the sole responsibility of the contractor.
2. The unskilled worker both male and female should be provided with necessary tools like spade, pick axe, baskets, sickle, etc. for carrying out incidental job of urgent and casual in nature in different departments of HOC whenever required. Worker above the age of 58 years should not be engaged for the above work.
3. Labours must wear PPEs, Face Mask, Glove or any other such PPEs.
4. The attached Declaration form- Annexure V is to be filled, signed and to be submitted along with the Commercial Bid.
5. The daily requirements of workers will be given one day in advance. The contractor or his authorized representatives should contact concerned officer every working day evening to ascertain the requirements for the next day.
6. The contract shall be read in conjunction with HOCL General Conditions of Contract and Special Conditions of Contract or any other documents forming part of this Contract. All clause of General Conditions of Contract shall be applicable to this contract.

7. The quoted rates will be valid for a period of 1 year from date of issue of work order without any escalation whatsoever.

8. The number of workers engaged should be certified daily by the authorized representative of the company and you shall issue token to each and every worker engaged by you. Contractor should ensure that the workers are carrying their token during the working hours without failure and show the same at the time of entry/exit at the factory gate.

9. Contractor shall issue photo identity cards to each and every worker engaged by you and should ensure that the workers are wearing their identity cards during the working hours without failure.

10. The contractor shall ensure that the workers engaged by him should follow the instructions given by the HOC Management/Security.

11. This contract can be terminated by giving one month notice on either side.

12. The contractor shall strictly follow the rules and regulations under Contract Labour (Regulation and Abolition) Act 1970 and Kerala Contract Labour Regulations and Abolition Rules 1972 within seven days from the date of signing the agreement. If you fail to produce license within seven days from the date of acceptance of work order, the same work order may be cancelled and awarded to any other parties. Your earnest money in such eventuality will be forfeited.

13. The rate offered by you are inclusive of all taxes, duties, if applicable and also contributions to be made under legislation like ESI, PF etc. The rate is also inclusive of all benefits like leave, holiday payment, compensation, bonus, Sunday wages, medical, etc. and also any other benefits to the worker under contract labour (Regulations and Abolition) Act-1970 or any other labour legislation or rules made there under or any settlement applicable to the worker from time to time.

14. All the persons engaged by you should cover under CPF scheme. It is the responsibility of the contractor to see that the contribution under PF Scheme is made every month for the workers engaged by you. In case of your failure to remit the contribution under PF Act, the amount will be recovered from you by deducting the same from your bill.

15. The contractor will have to abide by the provisions of other Central and State Government Act and Rules as applicable from time to time and shall extend facilities to your workers as will be applicable under Rules.

16. The contractor shall take all safety precautions as prescribed under Factories Act 1948 and also the Safety rules prescribed by the company while engaging your workers on any work and provide safety appliances to your workers at your own cost (Safety Helmet, Safety belts, Welder's Personal Protective equipment like goggles, gloves, shoes and face shield, etc) if found not wearing safety appliances, contract will be terminated.

17. OVER TIME: Overtime will be paid to workers who are engaged beyond 8 Hrs per day or worked on Sundays/holidays, at the rate of double the normal rate per hour. For this, normal rate per hour will be arrived by dividing the per day rate by 8 hrs. Normal working hours shall be from 8.00 a.m. to 05.00 p.m. with one hour lunch break.

18. The payment towards the bills will be made within 15 days from the date of submission of the bills supported with the relevant documents.

Bills should be submitted once in a month. Records of daily engagement of workers and payment made to them should be submitted along with the monthly bill at the P&A office of the company for verification.

19. The wages payable to the Unskilled labourers in the locality is as per the agreement for wage settlement between the contractors and labour unions functioning in the area. The contractor is bound to pay wages and other benefits to the workers as per the above settlement. Also, the agreement is renewed from time to time. Hence before quoting the rates, the bidders are advised to ascertain the rates of wages payable to different categories of labourers in the area as per the agreement. HOCL shall not be responsible for the payment of wages to the workers engaged by the contractor. The rates below the agreement wages in ambalamugal area will be rejected at the time of Financial evaluation.

The bidder has to give an undertaking as per **Annexure J** in the above regard.

20. In case the contractor supply required number of workers during shout down, the double amount will be deducted from the bill. In the case of early going, double rate will be deducted from the bill amount.

21. KERALA OFFICE: The bidder should be having an office in Kerala with GST No. and having contact phone number and email id.

22. The work schedule will be 12 Hrs duty (08.00 Hrs to 20.00 Hrs and 20.00 Hrs to 08.00 Hrs) and will be round the clock shift basis.

22. INTEGRITY PACT :

As per CVC Guidelines in the event of order placement, parties whom the order is placed has to sign Integrity Pact if the purchase order value is 50 lacs or above. Format is given along with tender document as Annexure G"

Independent External Monitor under Integrity Pact

Sri. Rajnisha Kumar Vaish IAS (Retd.) Plot No.10, Greenwoods, Government Officer Welfare Society Phase II, Sector Omega 1, Pocket P2, Greater Noida , Dist. Gautam Budh Nagar, UP - 201 310, Email id: rajnishakumar@gmail.com

IMPORTANT

DUE DATE & TIME: Due date for submission of tender is (Closing date) **31.01.2024 at 02.00 pm.**

OPENING OF BIDS: The Technical Bids will be opened on **01.02.2024 at 02.00 PM** electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

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

SUBMISSION OF BIDS: Refer Instructions to Bidder for Online Bid Submission.

PRICE BID SUBMISSION-BOQ: Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard **BOQ format** with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (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 & 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.

HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender No: HR/2024/002

CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING

TECHNICAL BID (FORM - A)

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

PRO-FORMA-TECHNICAL BID

NAME OF WORK: CONTRACT FOR ENGAGING SKILLED LABOURER FOR CASUAL JOBS OF MISCELLANEOUS NATURE

1. Details of previous experience(Copies of work orders to be attached)

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

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

Financial Year: Turnover:

2020-21 `

2021-22

2022-23 `

3. Details of EMD enclosed:

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

4. PAN No:

5. GST No.....

6. Annexure A (Labour Laws requirements) signed and sealed is attached.
7. Annexure B (Labour Laws Check List) signed and sealed is attached
8. Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached
9. Annexure D (Proforma of Declaration of Blacklisting / Holiday Listing) duly filled, signed and sealed is attached.
10. Annexure E(Bidder Information)
11. Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.
12. Annexure H (Bid Security Declaration).
13. Annexure I (Format of Integrity Pact) signed and sealed is attached.
14. Annexure J (Undertaking) signed and sealed is attached.
15. Annexure K (Declaration of Compliance of Order)
16. Annexure-L(Declaration on Code of Integrity for Public Procurement (COIPP))

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob . No.

Email:

Place :

Date :

COMPLIANCE / NO-DEVIATION STATEMENT

Tender No: HR/2024/002

NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING

It is hereby stated that the quotation/offer submitted by us is in full compliance with all 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.

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place : SEAL

Date :

COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

Tender No: HR/2024/002

NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING

It is hereby stated that we have read and understood General Conditions of Contract (GCC) and confirm that we abide by all the terms and conditions of GCC.

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob No :

Mail ID :

Place : SEAL

Date :

CHECK LIST**Tender No: HR/2024/002****NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING****1. EMD - NOT APPLICABLE TO MSME / SSI Units /PSUs****Details of EMD enclosed: (YES/NO).**

DD No. _____ Dated _____ Amounting to _____

Name of the Bank : _____

2. Scope of Work, General Terms and Conditions (**Annexure I to VI and A to J**) (complete set of Tender Documents) to be **signed and stamped** on all pages, scanned and uploaded **(YES/NO)**.
3. Proforma of Declaration of Black Listing/ Holiday Listing (**Annexure D**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
4. Bidder Information (**Annexure - E**) - put **✓ mark** in front of your confirmation, signed and stamped, scanned and uploaded **(YES/NO)**.
5. Self Declaration of percentage of local content (**Annexure F**) - duly filled, signed and stamped, scanned and uploaded. **(YES/NO)**.
6. Bid Security Declaration (**Annexure G**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
7. Integrity Pact (Annexure- H)
8. Undertaking (**Annexure I**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
9. Declaration of Compliance of Order (**Annexure J**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
10. Copies of Experience,

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

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 Rs.21,000/- 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 Rs.21,000/- per month should produce the following documents:
 1. An undertaking from his employer that his wage is more than Rs.21,000/- 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 Pubic Sector Company (CPSU) or any of the administrative ministries, except as indicated below: (Here give particulars of blacklisting or holiday listing, and in absence there of state "NIL")

It is understood that if this declaration is found to be false in any particular, Hindustan Organic Chemicals Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

PLACE:

DATE:

SIGNATURE OF THE BIDDER

- report to OWNER's Safety Department.

.....

ANNEXURE - E
ANNEXURE TO BID AGAINST TENDER NO _____
(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

Name of Bidder:		
SL. No.	Commercial Clauses	Bidder Confirmation (Please put V 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 COMMERCIAL/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:
STAMP

SIGNATURE AND

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

.....

BID SECURITY DECLARATION

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER

No. _____

I/We.....hereby
declare that:

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

NAME AND ADDRESS OF THE BIDDER.

PLACE:

DATE :

SIGNATURE & STAMP OF THE BIDDER

Annexure I

(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 Chief General Manager (Engg/HR.)&FM
Hindustan Organic Chemicals Ltd.
Ambalamugal P.O.,Ernakulam Dist
Kerala- 682 302.**

SUB: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR VARIOUS JOBS IN DIFFERENT DEPARTMENTS DURING THE INSPECTION OF LPG STORAGE AREA /CATALYST LOADING

Ref: Tender ref. No. HR/2024/002

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for **CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE SHUT DOWN 2024** , HOCL, Ambalamugal. We further affirm that we have understood all the terms of Supply of Unskilled contract in HOCL including the wages payable to the workers there. We also understand that the workers engaged in the Unskilled are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the workers based on the above settlement. We are confident that all the above requirements can be met with the rates quoted by us and our rates are workable. In case the work is awarded to us at the rates quoted by us, we undertake to satisfactorily execute and complete the work for the entire period of contract.

Thanking you,
Yours faithfully,
For

Sd/-

(Name)

Place:
Date:
(Seal)

**Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020
on**

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned,..... (full names), do hereby declare, in my capacity as of M/s(name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
3. I certify that M/s(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I further certify that M/S.....(name of the sub-contractor if any) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

ANNEXURE - L

Declaration on Code of Integrity for Public Procurement (COIPP)

I, hereby declare that, I shall observe the highest standard of ethics and shall not indulge in the following prohibited practices, either directly or indirectly, at any stage during the period of this distributorship or during execution of resultant contracts:

- i. **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii. **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of HOCL that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv. **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. **"Conflict of interest"**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from HOCL with an intent to gain unfair advantage in the procurement process or for personal gain;

and

- vi. **"Obstructive practice"**: materially impede HOCL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and / or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

I, further declare that:

- i. I shall be obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract and failure to do so would amount to violation of this code of integrity;

and

- ii. I, in any previous transgressions of such a code of integrity with any entity in any country during the last three years or I have been debarred by any other procuring entity. Failure to disclose, would amount to violation of this code of integrity;

Yours faithfully,

Signature and Stamp of bidder :
Name of the Bidder :
Place :
Date :

MEMORANDUM OF AGREEMENT (MOA) UNDER SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947 ON WAGES & OTHER MATTERS BETWEEN THE MANAGEMENT OF CONTRACTORS REPRESENTED BY REGIONAL CONTRACTORS ASSOCIATION AND BPCL-KOCHI REFINERY CONTRACTORS ASSOCIATION AND THEIR WORKMEN REPRESENTED BY GENERAL AND CONSTRUCTION WORKERS UNION (CITU) ON 13.01.2021 OVER THE CHARTER OF DEMANDS AS PART OF LONG TERM SETTLEMENT OF CONTRACT WORKERS IN BPCL KOCHI REFINERY.

Dated 27th January, 2021

Parties Present

Representing the Contractors		Representing the Unions	
1.	BPCL-Kochi Refinery Contractors Association	1.	General & Construction Workers Union (CITU)
	Shri K K Ali, President		Shri C K Mani Sankar, President
	Shri Mani Varghese, Gen. Secretary		Shri N.K. George, Gen. Secretary
	Shri IP Raju, Treasurer		Shri P V Sukumaran, Treasurer
	Shri P K Krishnankutty, Jt. Secretary		Shri I K Santhosh, Jt. Secretary
2.	Regional Contractors Association		
	Shri K G Radhakrishnan, President		
	Shri C P Saidhu, Vice President		
	Shri Shiju Joseph, Secretary		
	Shri Natarajan, Treasurer		
	Shri P V Moosa, Jt. Secretary		

SHORT RECITAL OF THE CASE

The Long Term Settlement dated 09.02.2017 between the management of contractors represented by Regional Contractors Association and BPCL-Kochi Refinery Contractors Association and their workmen represented by General and Construction Workers Union (CITU) pertaining to workers engaged by contractors in BPCL-Kochi Refinery, expired on 30.06.2019. The General Secretary of General & Construction Workers Union (CITU) have submitted their Charter of Demands vide their letter dated 15.05.2019 to the Regional Contractors Association and BPCL Kochi Refinery Contractors Association, Ambalamugal. The Management on its part placed before the Union, the business expectations. The

Contractors Associations and the above unions held several rounds of discussions and pursuant to the above, the Management and the Unions reached an MOA under Section 18(1) of Industrial Disputes Act, 1947, on revision of wages and other issues on the following terms:

TERMS OF SETTLEMENT

- I. The Contractors Associations have agreed to pay the daily wages to various categories of workers as mentioned below:

A Civil Works

Sl.No	Type of works	Present Rate			01.07.2019 to 30.06.2021			01.07.2021 to 30.06.2023		
		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total
1	Unskilled heavy duty	530	130	660	560	150	710	595	175	770
2	Unskilled light duty	525	130	655	555	150	705	590	175	765
3	Mason	542	155	697	572	175	747	607	200	807
4	Carpenter	542	155	697	572	175	747	607	200	807
5	Bar bender	542	155	697	572	175	747	607	200	807
6	Grass cutter - Heavy duty	530	130	660	560	150	710	595	175	770
7	Grass cutter - light duty	529	130	659	559	150	709	594	175	769
8	Plant Cleaning (Heavy duty)	530	130	660	560	150	710	595	175	770
9	Plant cleaning (Light duty)	529	130	659	559	150	709	594	175	769
10	Rock Chiseling	535	130	665	565	150	715	600	175	775
11	DMC/Hand Piling	535	155	690	565	175	740	600	200	800

For any manual concreting work of more than 35 bags of cement, workers who are engaged in such concreting works will be entitled to receive 50% extra wages over and above their normal wages. However, if the quantity of cement used in the concreting work on a day is less than 35 bags the workers engaged for the same will be entitled to receive an extra amount of Rs.1/- per bag of cement only.

[Handwritten signatures and initials are present at the bottom of the page, including names like "Rajesh", "J.R.A.", "Gang", "H.D.", and "U.C."]

XXI Period of Settlement: The revised terms and benefits of this settlement will be effective for a period of four years with effect from 01.07.2019 to 30.06.2023 and shall continue to be binding on parties thereafter until terminated in writing in accordance with the provisions of Section 19 of the Industrial Disputes Act, 1947. This settlement will also be applicable to all other contractors who are awarded contracts in BPCL Kochi Refinery.

This resolves the dispute in toto.

Both the parties have agreed to the above terms and also to request the Dy. Chief Labour Commissioner (Central) Cochin to convert the above Memorandum of Agreement in to a conciliation settlement under Section 12 (3) of the Industrial Disputes Act, 1947.

Representing the Contractors

1. BPCL-Kochi Refinery Contractors Association

(K K Ali)

(Mani Varghese)

(IP Raju)

(P K Krishnankutty)

2. Regional Contractors Association

(K G Radhakrishnan)

(C P Saidhu)

(Shiju Joseph)

(Natarajan)

(P V Moosa)

Representing the Unions

1. General & Construction Workers Union (CITU)

(C K Mani Sankar)

(N K George)

(P V Sukumaran)

(T K Santhosh)

WITNESSES:

1. Sri.

2. Sri.

D Tested Welders

Sl.No	Type of works	Present Rate			01.07.2019 to 30.06.2021			01.07.2021 to 30.06.2023		
		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total
1	Pipe Welders	570	186	756	600	206	806	635	231	866
2	Tank Welders	565	181	746	595	201	796	630	226	856
3	Structural Welder	555	183	738	585	203	788	620	228	848

E Insulation works

Sl.No	Type of works	Present Rate			01.07.2019 to 30.06.2021			01.07.2021 to 30.06.2023		
		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total
1	Lagger	565	185	750	595	205	800	630	230	860
2	Fitter	565	185	750	595	205	800	630	230	860
3	Fabricator	565	190	755	595	210	805	630	235	865
4	Khalasi	545	185	730	575	205	780	610	230	840

Allowances are provided to take care of expenditure such as food, conveyance, washing etc.

It is agreed that periodical Government Notifications on 'Minimum Wages' would be complied and the total emoluments including weekly off wages would be reckoned for the calculation of 'Minimum Wages'.

It is agreed that 'wages' for the purpose of benefits mentioned in Clause II to VII below will be on the wages only and the Allowances will not be considered for the same.

[illegible]

- IX. **Safety:** As complexity of Refinery operations and project related jobs have gone up, all workers shall give utmost importance to safety and shall not compromise safety under any circumstances. Each contractor shall be responsible for the safety of workers engaged by him and provide Personal Protective Equipments (PPEs) to his workers. All workers shall use PPEs while attending duty and refusal to wear PPEs shall be viewed very seriously and appropriate disciplinary action, including termination, will be taken against the concerned workers(s).

- X. **Discipline:** Workers shall maintain good discipline at the work place and violations reported/ noticed if any, shall be viewed seriously and respective contractor at his discretion may initiate appropriate disciplinary action including termination of the concerned workers(s). Workers are not permitted to bring mobile phones in to the Refinery/project work sites. Contractors will initiate strict disciplinary action against workmen for any form of indiscipline/misconduct viz. violating safety rules, sleeping while on duty, smoking at work site, using Mobile Phones, reporting under the influence of alcohol and/or narcotics/consuming alcohol at work place, absence from work place, idling, loitering, illegal work stoppage, damaging/destroying property of contractor/Principal employer etc.

- XI **Turnaround Jobs:** It is agreed that Turnaround Lump Sum Turn Key (LSTK) Contracts are critical contracts due to the safety of employees, plant and machineries, nature of the jobs, skills required, and timelines. The labour employed for such jobs require special skills, knowledge and experience on special tools and equipment. Therefore whenever any Turnaround activities are taken up in any plant or facilities of the Refinery, LSTK contractors will engage their own team with the requisite skills. Turnaround Jobs will be considered as 'Essential category' and the employees engaged by the contractors for this job will attend duty on hartal/strike days.

- XII **House-keeping jobs:** House-keeping jobs will continue as 'Essential category' and the employees engaged by the contractors for this job will attend duty on hartal/strike days.

- XIII **Hartal/strike:** It is agreed that Unions will not resort to flash strike and will inform the Contractor and Principal Employer well in advance. The labour issues, if any will be resolved through discussions between the contractor and the unions. If the parties could not resolve the issues bilaterally, the matter to be discussed and settled before labour authorities. It is also agreed that contractors and unions will engage sufficient number of employees during hartal/strike days to carry out essential jobs in BPCL - Kochi Refinery.

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III

B Cleaning, Tank cleaning etc

Sl.No	Type of works	Present Rate			01.07.2019 to 30.06.2021			01.07.2021 to 30.06.2023		
		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total
1	Unskilled workers (HD)	530	180	710	560	200	760	595	225	820
2	Unskilled workers (LD)	525	165	690	555	185	740	590	210	800
3	Cable Laying	530	200	730	560	220	780	595	245	840

C Mechanical

Sl.No	Type of works	Present Rate			01.07.2019 to 30.06.2021			01.07.2021 to 30.06.2023		
		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total
1	Helper	535	135	670	565	155	720	600	180	780
2	Khalasi	545	175	720	575	195	770	610	220	830
3	Rigger	552	183	735	582	203	785	617	228	845
4	Grinder	560	183	743	590	203	793	625	228	853
5	Gas cutter	550	185	735	580	205	785	615	230	845
6	Electrician (Mechanical)	550	175	725	580	195	775	615	220	835
7	Electrician (Maint)	550	175	725	580	195	775	615	220	835
8	Asst. Electrician	535	135	670	565	155	720	600	180	780
9	Fabricator	565	181	746	595	201	796	630	226	856
10	Fitter	555	183	738	585	203	788	620	228	848
11	Instrument Tech	550	175	725	580	195	775	615	220	835
12	AC Mechanic	550	175	725	580	195	775	615	220	835
13	AC Asst. Mechanic	535	135	670	565	155	720	600	180	780
14	Instrument Mech / Elect	570	190	760	600	210	810	635	235	870
15	Electrician (Wire man)	558	135	693	588	155	743	623	180	803

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- XIV Contractors will engage workers from local as well as outside the local area, including migrant labours, as per his requirement/required skill levels for all works including works inside the Refinery, Annual Maintenance Contracts as well as project works at the existing and future Projects at Kochi Refinery. Contractors will have the liberty to engage their workers for all their works at Kochi Refinery, without any intervention from the Unions.
- XV Coercive payment of overtime wages for work done by workers during the normal working hours will be discontinued. Overtime will be given only for the actual duty hours. Contractors will decide on the number of workers to be engaged on OT and the unions will not raise any demand on the contractors to engage their members on OT. Workers who are claiming OT wages without performing OT duty shall be terminated from the job.
- XVI No wages shall be demanded by workers on Strike days, when workers do not attend for work. Similarly no wages shall be paid for those hours when workers leave the work site for attending outside functions of Unions such as meeting, processions, dharnas etc.
- XVII Payment of wages, advances and final settlement to workers shall be made only through their respective bank accounts. Contractors shall ensure payment of wages as per the provisions of Payment of Wages Act, 1936. Contractors shall also ensure recovery of tax as per Income Tax Rules.
- XVIII Contractors and Unions will ensure that workers are fully engaged in their job during working hours and avoid idling of work force at work spot/site as they create significant damage to the work culture. Contractors will terminate the service of idling and indisciplined workers at work spot/site.
- XIX Demobilisation of work: When the job is nearing completion, contractors will progressively demobilize/retrain workers as required and the union(s) will not resist such demobilization.
- XX Work stoppage at site: It is agreed that unions will not resort to work stoppage at work spot/site and if any such work stoppage happen, the concerned workers will be responsible for the same and they will be terminated from the job.

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VII
5
GENERAL TERMS OF SETTLEMENT

II REST DAY (WEEKLY OFF) AND ALLOWANCE

Agreed to allow a day of rest every week (rest day), which shall ordinarily be Sunday, for those workers who worked for six days (48 hours excluding over time hours) in a Calendar week during the contract period. To ensure uninterrupted work at Project Sites, it is agreed that the rest day to workmen engaged in project sites will be given on staggered basis, i.e. any of the seven days in a week, so as to ensure uninterrupted work at project sites.

III BONUS

Agreed to pay bonus to workers who have completed 30 days of attendance during the contract period at the rate of 16.5%.

IV LEAVE WITH WAGES

Agreed to pay leave with wages to all workers at the rate of one day for every 20 days of work during the contract period.

V GRATUITY COMPENSATION

Agreed to pay gratuity compensation at the rate of one day wage for every 16 days of attendance to workers who have completed 90 days of attendance during the contract period.

VI NOTICE PAY/ RETRENCHMENT COMPENSATION

Agreed to pay Notice Pay/Retrenchment Compensation to workers who have put in 175 days of attendance during the contract period, at the rate of one day wage for every 8 days of attendance subject to a maximum of 30 days wages.

VII NATIONAL AND FESTIVAL HOLIDAYS

Agreed to allow 13 (Thirteen) National and Festival Holidays to the workmen covered under the settlement provided they attend work either on the preceding/ succeeding day of the holiday. It is also agreed to allow paid holiday on an election day as declared by the Central Government for Panchayat, Legislative Assembly or Parliament.

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VIII The following terms and conditions are also agreed between the parties:-

- a. Normal working hours shall be from 08:00 hrs to 17:00 hrs and workers will work at site from 08:00 AM to 05:00 PM on all working days. Lunch break duration shall be of one hour between 12:30 hrs to 13:30 hrs. Tea Break of 15 minutes each in the morning and afternoon period shall be provided.
- b. For carrying out works beyond normal hours, contractors will decide on the number of workers to be retained for such jobs as per the requirement of Contractors. The workers so retained for overtime work, will be entitled for overtime wages at double the normal rate of wages and the workers are not entitled for any other emoluments. Overtime Payment shall be applicable for the additional time worked based on the recorded punch in and punch out time stamps.
- c. On Sundays/ other holidays, payment shall be made only for the actual working hours. Wherever a contractor engages his workers for working on Sundays/ other holidays, the workers will be entitled for overtime wages at double the normal rate of wages only for the actual hours of work engaged. If a worker leaves the site in between, the wages will be paid only for his /her actual hours worked at site.
- d. For contract jobs requiring technically qualified/experienced workers, the contractors shall have the right to select workers based on the requisite qualification and/or experience in the respective trade/discipline/field and safety consciousness. Contractors shall also conduct Skill Test and/or Interview along with the representative(s) of the BPCL - Kochi Refinery for the selection of workers, ensuring the requirements of the Refinery. If technically skilled workers are not available locally, contractors shall engage workers from other areas.
- e. Contractors will ensure that workers engaged for various jobs are medically fit to discharge duties.
- f. Non-reporting/availability of workers at work spot during normal working hours shall be treated as absent from duty. In case of such absence (including workers leaving the site), workers shall not be eligible for any wages for the period of absence. In case a worker wants to leave the work spot during normal working hours after reporting for work, he / she may do so after obtaining the written permission from the contractor or his authorized representative.
- g. The parties also agreed to maintain harmonious industrial relations during the period of settlement.

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