



हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड

**HINDUSTAN ORGANIC CHEMICALS LIMITED**

(A Government of India Enterprise)

AMBALAMUGAL, Ernakulam District, PIN - 682 032.

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

**OPEN 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	<b>CANTEEN CONTRACT-2021-22</b> <b>HOCL Tender Ref : PAD/2021/006.</b>

Tender documents may be downloaded from [www.hoclkochi.com](http://www.hoclkochi.com) or <https://gem.gov.in/>

Interested parties may please get registered with GeM portal (URL: <https://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: **12.10.2021**, 14:00:00 Hours.

**For and on behalf of**  
**Hindustan Organic Chemicals Limited (CIN: L99999MH1960GOIO11895),**

(SINDHU.D)  
GENERAL MANAGER (P&A)



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(A Government of India Enterprise)

AMBALAMUGAL, Ernakulam District, PIN - 682 032.

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

PAD/2021/006.

Date: 15.09.2021

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 **CANTEEN CONTRACT-2021-22**. HOCL has entered into an agreement with M/s. GeM portal <https://gem.gov.in/>. You may please get registered as a seller with GeM for participating in this tender.

**Tender documents are uploaded in HOCL website [www.hoclkochi.com](http://www.hoclkochi.com) and <https://gem.gov.in/> .**

Index of documents enclosed is attached herewith. You are requested to kindly go through the(i) Scope of Work (ii)General Conditions of Contract and (iii) Technical Bid , 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),

(SINDHU.D)

GENERAL MANAGER (P&A)

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**HINDUSTAN ORGANIC CHEMICALS LIMITED**

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

**Tender No: PAD/2021/006**

**CANTEEN CONTRACT 2021-22**

**SCOPE OF WORK**

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

**SCOPE OF WORK**

**THE CONTRACTOR SHALL AGREE TO THE FOLLOWING WITHOUT ANY DEVIATION**

1. The canteen shall be run and conducted by the Contractor / Licensee in accordance with the advice and direction of the authorized representatives of the company. The Contractor / Licensee shall:

a) Serve and conduct the canteen in accordance with the directions of the authorized representatives of the Company.

b) Serve wholesome tasty foods and refreshments at the specified hours as notified to him.

c) Serve tea, coffee, snacks in the various departments at fixed hours as notified to him.

d) Serve food to the employees during the shift work and abide by the alterations made in the working hours as and when notified to him.

e) Supply food and refreshments to the guests on reasonable notice being given by the authorized officer.

f) Make arrangements to serve meals, tea and eatables in the canteen and inside the factory and office during day and night at prescribed hours.

g) Make arrangements to serve such number of packed meals at the work spots/office as may be required by the company.

h) Make arrangements to prepare additional items of foodstuffs and serve as and when required by the company.

i) Provide tiffin carrier service whenever required.

2. The Contractor/Licensee shall supply food items to employees at the price agreed against coupons printed and issued to the employees by the company. Tea/Coffee shall be supplied to all needy employees and others without any coupon transaction.

3. The Contractor/Licensee shall supply food items to persons other than

employees/apprentices as directed by the Company or its authorized representatives against Guest Coupon.

4. The Contractor/Licensee shall strictly follow the menu given to him by the authorized representative of the company from time to time and the timing of supply of items notified to him.

5. The Contractor/Licensee shall abide by the directions given to him by the officers concerned authorized in this behalf.

6. The Contractor/Licensee shall not sell any food items to outsiders.

7. The Fuel (LPG) required for cooking should be arranged by the contractor. It shall be the responsibility of the contractor to ensure timely procurement of LPG cylinders and its related arrangements with the supplier.

Company shall reimburse the cost of actual numbers of cylinders used subject to a maximum of 60 nos. of 19 kg. LPG cylinders per month at the rates of BP/HP/IOC to the contractor.

8. The Company shall provide free of charge (A) accommodation for preparing and serving of meals (B) furniture, Vessels, utensils and electrical/gas equipment for cooking. The utensils provided shall be kept in good condition by the Licensee and any damage shall be immediately reported to the Company. There should not be shortage of utensils for cooking / serving at any point of time and in case of loss of any utensil the Licensee shall immediately replace the same with the same quality of utensil. The utensils/equipment supplied by the company to the Licensee should be made available for inspection by the Company's representatives as and when required. Any shortage found during the physical verification, the cost shall be recovered from the Licensee.

9. Electricity and water required for the canteen will be supplied free of cost.

10. The Contractor/Licensee shall be responsible for the proper upkeep of all furniture, electrical equipment, utensils and all other articles entrusted to him by the COMPANY, in clean and hygienic conditions and in proper order. The Contractor/Licensee shall be liable to bear the cost of reconditioning of any of the items of furniture/vessels/utensils etc. supplied to him in case of damages caused due to the neglect of the contractor/his workers. He will be liable to replace any items stolen, lost or missing and also will be liable to make good to the company any shortages. The Contractor/Licensee is bound to hand over all items supplied by the company, when the contract is terminated and obtain a clearance certificate before the final settlement is effected. The cost of any such articles not handed over and all other amount due from him to the Company will be recovered from the Contractor's security deposit or otherwise.

11. In the event of any strike, lay-off, lockouts or closure or any other such happenings in the company, if the canteen cannot be run for all or any of those reasons, the Company shall not be liable to the Licensee for any loss/damage caused thereby. In the event of any strike or lockout, it would be the responsibility of the Contractor/Licensee to ensure proper functioning of the canteen and supply food items to the employees inside the plant premises as directed by the company.

12. The Contractor/Licensee shall maintain the Canteen premises including toilet and bathrooms near the canteen, furniture, utensils and equipment in clean and hygienic conditions and shall be responsible for the safe and careful custody and use of all such items entrusted to him and shall always strictly carry out the

directions given by the Company in this behalf, including washing of the Canteen Hall and Kitchen at least once a day. For this purpose of cleaning, he should procure all materials necessary for cleaning such as VIM, SANIFRESH, SODA ASH, PHENYL, BROOM STICK etc. at his cost. FIREWOOD SHALL NOT BE USED IN THE CANTEEN KITCHEN.

13. Records as per rules and regulations promulgated by the State Government for the purchase and use of controlled articles, such as Rice, Wheat, Sugar, etc. will at all times be correctly maintained by the Contractor/Licensee.

14. The Contractor/Licensee shall allow free access to the Company Doctor or such other persons deputed by the Company to inspect the premises of the Canteen including the Kitchens, Serveries, and Store Rooms etc. to determine the quality of the raw materials, food, hygiene and sanitary conditions in the place.

15. The Contractor/Licensee shall maintain a complaint book which shall be easy to access to the employees of the company and he is bound to take cognizance of such complaints and bound to redress all reasonable complaints. Whether a complaint is to be deemed reasonable or not shall be decided solely by the Company.

16. The Licensee shall procure good quality provisions, vegetables and other items required for cooking as per the specifications given by the Company. Quality / brands of some major items like rice, atta, coconut oil, tea, coffee etc. will be as per the specifications given below.

RICE: - PAVIZHAM / NIRAPARA / DOUBLE HORSE / PONNI / SADYA/MOTHERS  
ATTA: - ANNAPURNA / ELITE / BRAHMINS / PILSBURY / ASHIRWAD  
COCONUT OIL: - KERA / KPL SUDHI / KLF NIRMAL / PARACHUTE.  
TEA: - KANAN DEVAN / AVT / BROOKE BOND RED LABEL  
COFFEE: - TATA / BROOKE BOND  
MILK - MILMA ONLY

COOKING OIL SHALL NOT BE REUSED. The contractor shall take away the used oil from the canteen on daily basis and dispose the same in an environment friendly manner. For preparation of **Biriyani, pure Ghee only should be used and other vegetable oil like 'Vanaspathi', etc shall not be used.**

The Company will have the right to change any or all the above brands and also to specify quality /brand for any item used for cooking at any point of time during this contract. The Company has the right to exercise quality-control on the items used for preparation of food and also on the food items prepared and if found unfit for consumption and poor in quality the item will be rejected. The Company will have the right to check the quality of raw materials and also has the right to impose fine on the Contractor for any adulteration in food stuffs and serious lapses in maintaining the quality of the food stuffs.

17. The Contractor/Licensee shall engage adequate number of workers for the smooth running of the canteen. The details of workers so engaged by the canteen contractor should be made available to the Management. The canteen workers shall be engaged and paid by the Contractor/Licensee and they shall not be considered as the Company's Employees in any manner, whatsoever. The canteen Contractor has to make all the payments and perquisites including bonus to the canteen workers. The Contractor/Licensee shall be responsible to company for their good behaviour. The Contractor shall be responsible to settle all disputes, whatsoever, that may arise between the Contractor/Licensee and his workers. Licensee shall arrange for a competent Canteen Manager at his cost. The contractor will engage adequate number

of supervisors for the supervision of the functions of the canteen. One supervisor shall be available in the canteen round the clock to supervise the functions of the canteen and to ensure quality, quantity and hygiene of raw materials used for cooking and food. The supervisor shall also ensure the general hygiene of the canteen and the workers engaged in cooking and serving of food.

18. The Contractor/Licensee hereby indemnifies the company against all claims and damages or injuries or death of his employees.

19. The Licensee shall ensure periodical medical examination of the Canteen workers engaged by him in the canteen and ensure production of fitness certificate from such medical officers as may be directed by the Company.

20. Suitable clean uniforms including shoe and caps as approved by the Company shall be provided by the Licensee to those serving in the canteen at the contractor's cost. The Licensee shall be responsible for the conduct, behavior and activities of his workers.

21. In case the conduct of any of the canteen supervisor or worker is not found satisfactory, the Licensee should evict them from Company premises. In such cases, the Contractor/Licensee should make arrangements for replacement forthwith.

22. The Licensee/Contractor shall observe and comply with the provisions of all labour and industrial enactment and shall comply with and implement the provisions of the FACTORIES ACT, EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, THE EMPLOYEES STATE INSURANCE ACT, MINIMUM WAGES ACT, PAYMENT OF WAGES ACT, PAYMENT OF BONUS ACT, WORKMEN'S COMPENSATION ACT, CONTRACT LABOUR (REGULATION & ABOLITION) ACT and any other law, levies & taxes, if any and all such other enactments as applicable to him and his workers.

The Contractor/Licensee should ensure that the canteen workers engaged by him are not paid less than the notified minimum wages. The contractor should meet the obligations under the Contract Labour (Regulation & Abolition) Act and maintain all registers, records etc. in respect of his workers under the said Act and rules thereunder. The Licensee/Contractor shall register his employees under the EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT and EMPLOYEES STATE INSURANCE ACT and the regulations framed thereunder and pay the contributions, charge and other amounts payable under the said enactments and also submit the returns, statements etc. and maintain all registers & records required under such provisions of law. If the Licensee commits any default in discharging obligations as aforementioned in this case, and in that event, if the company had to sustain any loss or damage by making payments due to the authorities mentioned above in discharge of the statutory liability on behalf of the Licensee, the Company shall have every right to deduct such amounts from the bill amount payable to the Licensee. The Contractor/Licensee should take license under the provisions of Contract Labour (Regulation & Abolition Act) 1970 and produce the same to the company. Notwithstanding anything stated in this contract, the contractor shall be responsible for any payment under the WORKMEN'S COMPENSATION ACT, FATAL ACCIDENTS ACT and any other enactments as applicable to the canteen workers engaged by him. Contractor has to provide suitable Insurance coverage for the canteen workers who are not covered under ESI scheme.

23. The Contractor/Licensee shall engage only adults between 18 years and 58 years of age in the canteen and females will not be allowed to work in the canteen during the period from 18.00 Hrs to 07.00 Hrs.

24. On expiry of the term or termination of contract, the contractor shall withdraw

all his workmen and submit proof of final settlement of the dues of the workers.

25. The Licensee shall not sublet, assign or transfer the contract given to him.

26. The Company will be at liberty to remove the Licensee without any notice, if the quality is substandard and the Licensee is grossly negligent in observing any of the conditions of the contract.

27. The Licensee shall make his own arrangements for collection and disposal of canteen garbage at his own cost and same will be dumped at the specified place directed by the Company outside the canteen building.

28. The Licensee will ensure that he or his responsible representative is present at the canteen round the clock, to take care of the canteen affairs.

29. Drinking or serving alcoholic beverages is strictly forbidden in the premises of the Company. The Licensee shall be responsible for the proper behavior of his staff and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Licensee shall be bound to prohibit and prevent his workers from trespassing or acting in any way detrimental or prejudicial to the interest of the company of the properties or occupiers of land properties in the neighborhood and in the event of a worker so trespassing, the Licensee shall be responsible for the same and shall relieve the Management of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Company upon any matter arising under this clause shall be final and binding on the Contractor/Licensee.

30. If and when required by the Company, the Licensee's personnel entering upon the Company's premises shall be properly identified by badges issued by the Company, which must be worn at all times in the Company's premises.

31. The Contractor shall also arrange for supply of milk to the employees after every shift against coupons issued by the company for this purpose. The cost of the MILMA Milk so supplied to company employees shall be paid by the Company to MILMA directly. If there is any shortage in the no. of coupons collected from employees, the value of the same will be recovered from the contractor.

32. The rate (coupon value) agreed upon and fixed for different items shall be firm for the entire period of contract.

**33. Company shall pay a fixed sum of Rs. 12,00,000/- (Rupees Twelve Lakhs only) per month as lump sum monthly payment to the contractor by way of reimbursement of fixed cost which includes milk distribution service charge also. This amount shall be firm during the period of Contract.**

34. In case of violation of the terms of this agreement, the Contractor/Licensee shall be liable for payment of damages to the company. In such case, the damages assessed by the Company shall be binding on the Contractor/Licensee.

35. In case of default on the part of the Licensee to supply any of the items sufficiently or if the Licensee fails to supply good quality food/eatables/tea/coffee etc. or if he fails to comply with any provisions of this agreement, the company shall have the right to impose penalty on the Contractor/Licensee as deemed fit for each default, in addition to the recovery of actual amount of loss/damage caused to the Company on account of making alternate arrangements for serving meals/tea and snacks etc. from the Contractor/Licensee.

36. If the Licensee commits any breach of contract, the Company may revoke the License at its discretion at any time without notice. However, this contract can be terminated with three months' notice on either side.

If the Licensee/Contractor stop running of canteen during the contract period without giving proper notice, the Company shall have the right to recover the actual loss/damage caused to the company including the cost of alternate arrangement done for the remaining period of contract from the Licensee/Contractor by recovery/forfeiture of the Security Deposit or otherwise. The assessment of loss/damage caused to the company made by the Management shall be binding on the Licensee.

37. The Company shall have the right to terminate the Contract at any time, with or without notice as they deem fit and proper in the circumstance, if it is found that the Contractor/Licensee has violated any of the conditions of the Agreement or the Canteen is not run properly to the satisfaction of the concerned officers authorized by the Company, or for that the termination of the contract is necessary in the interest of the employees.

38. In case of any dispute between the License & company, the decision of the CHAIRMAN & MANAGING DIRECTOR of HINDUSTAN ORGANIC CHEMICALS LIMITED shall be final and binding on the parties.

Enclosed the Tender documents duly-signed on all the pages (Tender Notice, Scope of Work, Conditions of contract, Copies of Experience Certificates, Work orders, EMD, Tender Fee, etc.)

## **MENU**

### **1. FULL MEAL COMPRISING OF\***

A. RAW/ BOILED RICE AS REQUIRED

B. SAMBAR / KALAN / PARIPPU CURRY / MANGA CURRY / PULISSERY / MULKOSHYAM OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED

C. AVIYAL / ERISSERY / KOOTTU CURRY / THEEYYAL / OLAN / PACHADI / KICHADI OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED

D. THORAN / MEZHUKKU PURATTI OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED

E. PICKLE / CHAMMANTHI

F. RASAM

G. PAPPAD- 10 CM. DIA

H. CHILLY KONDATTAM-2 NOS

I. GOOD QUALITY CURD-80 ML. OR BUTTER

MILK-150 ML

OR

A. CHAPPATHI 20 CM. DIA - 4 NOS

B. VEGETABLE CURRY / VEGETABLE KURMA / ALOO GOBI MUTTER / MUSHROOM MASALA / GOBI FRY OR ANY OTHER SIMILAR CURRY MUTUALLY AGREED

### **2. TEA / COFFEE**

150 ML PER CUP (MILK,TEA/COFFEE POWDER AND SUGAR)

**3. SNACKS ( QUOTED RATE SHOULD BE SAME FOR ANY ITEM )**

BANANA-150 GRAMS-1 NO

STEAMED BANANA-150 GRAMS-1 NO

VALSAN-100 GRAMS-1 NO

VEG. PUFFS-100 GRAMS-1 NO

KINNATHAPPAM-100 GRAMS-1 NO

BAKED SAMOSA-100 GRAMS-1 NO

KOZHUKKATTA-50 GRAMS-2 NOS

UNDANPORI-50 GRAMS-2 NOS

ONION VADA-40 GRAMS-2 NOS

UZHUNNU VADA-40 GRAMS--2 NOS

PARIPPU VADA-40 GRAMS-2 NOS

FRIED PATHIRI-40 GRAMS-2 NOS

BONDA-40 GRAMS-2 NOS

SUKHIYAN-40 GRAMS-2 NOS

PAZHAM PORI-40 GRAMS-2 NOS

SAMOSA-40 GRAMS-2 NOS

NEYYPAPPAM-40 GRAMS-2 NOS

UNNIYAPPAM-40 GRAMS-2 NOS

VEGETABLE/FRUIT CUTLET-40 GRAMS-2 NOS

MURUKKU-2 NOS

BISCUITS (GOODDAY CASHEW OR SIMILAR VARIETY)-6 NOS

TEA CAKE-2 NOS

BUN-2 NOS

FROOTY BREAD#4 SLICES BREAD WITH JAM-4 SLICES CHINGAN PAZHAM-2 NOS

BOILED EGG-DUCK-1 NO

POOVAN PAZHAM-BIG-1 NO

POOVAN PAZHAM SMALL-2 NOS

OR

ANY OTHER ITEM MUTUALLY AGREED

**4. BREAK FAST**

A. IDDLY-4 NOS. / DOSA # 4 NOS. / APPAM 3 NOS. / POORI- 3 NOS  
/IDIYAPPAM(NOOLAPPAM)- 4 NOS. / PUTTU-3 PIECES / UPMA-150 GRAMS OR ANY  
SIMILAR ITEM MUTUALLY AGREED

B. EGG CURRY( WITH I NO. DUCK EGG) / KADALA CURRY /VEG. STEW / GREEN PEAS  
CURRY / CHUTNEY / SAMBAR OR ANY OTHER SIMILAR ITEM MUTUALLY AGREED.

5. **HEAVY SNACKS ( IN BUTTER PAPER PACKET)**

- A. ONE BOILED BANANA
- B. OMLETTE OF ONE FARM EGG
- C. TWO SLICES OF BREAD
- D. BUTTER

6. **CHICKEN BIRIYANI:** CHICKEN BIRIYANI WITH FRIED CHICKEN -150 GRAMS, FARM EGG-1 No., PAPPAD -1 No, PICKLE AND SALAD.

7. **VEGETABLE BIRIYANI:** VEGETABLE BIRIYANI WITH VEGETABLE CURRY OR ANY OTHER SIMILAR CURRY MUTUALLY AGREED, PAPAD- 1No, PICKLE AND SALAD.

8. **SPECIAL\***

**NON VEGETARIAN SPECIAL :**

125 GRAMS CURRY WITH MINIMUM 60 GRAMS OF NON VEG OR FRY WITH MINIMUM 50 GRAMS OF NON VEG

CHICKEN/MUTTON/BEEF/FISH (NEIMEEN/AVOLY/KARIMEEN/MOTHA OR ANY OTHER SIMILAR VARIETY OF FISH MUTUALLY AGREED

OR

**VEGETARIAN SPECIAL :**

A. 125 GRAMS OF

PAYAR MULAPPICHA THORAN/MIXED VEGETABLE KURMA/MUSHROOM MASALA/GOBI FRY/ALU GOBI MUTTER/VENDAKKA MAPPAS/MIXED VEGETABLE MASALA/PAVAKKA THEEYAL (VARUTHARACHATHU) OR ANY OTHER SIMILAR PREPARATION MUTUALLY AGREED

B. FRESH FRUIT (50GRAMS)- APPLE/ORANGE/PINAPLE/SUPPOTTA/POOVAN PAZHAM (2 NOS.) OR SWEETS (50 GRAMS) - LADDU/JILEBI/GULAB JAMUN/RASGULLA/OR PAYASAM (100 ML.) OR ICE CREAM OR GREEN SALAD (100 GRAMS)

**HINDUSTAN ORGANIC CHEMICALS LIMITED**

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

**Tender No: PAD/2021/006.**

**CANTEEN CONTRACT 2021-22**

**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**

- i) The Tenderer should have experience in running a canteen catering to minimum 200 people/employees during last **7 years as on 31.03.2021**. Catering agencies having experience in supplying food & beverages in Corporate/Industrial canteen catering to minimum 200 people/employees during last 7 years as on 31.03.2021 on a regular basis may also be considered. (Documentary proof should be attached along with the Technical bid).
- ii) Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be submitted (Documentary proof should be attached along with the Technical bid).
- iii) Copies of Income tax returns for the last 3 years to be attached with the tender. PAN number of the bidder is also to be given in the technical bid.

**EARNEST MONEY DEPOSIT**

The bidder has to submit a declaration under Annexure - H along with Tender, failing which the Tender will be rejected.

**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**

**a)** Total Security Deposit shall be 3% of the value of the contract. This may be deposited initially at 1% of the value of contract within 21 days of receipt of the notification of acceptance of tender and the balance 2% will be recovered installments through deductions @ 10 % of the value of each running account bill till the total security deposit amount is collected, after which no further deductions from the bills will be made on this account.

b) Alternatively, you may at your option deposit the full amount of 3% of the accepted value of the tender towards the security deposit within 21 days of receipts by you, the notification accepting your tender.

c) Contractor can also 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.

#### **LIQUIDATED DAMAGES**

If the work is not completed within the stipulated time, the contractor is liable to pay a LD of ½% of the total contract value per week of the delay or part there of subject to a maximum of 5% of the contract value.

#### **PERIOD OF CONTRACT**

The period of the contract shall be one year from the date of issue of work order.

#### **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.

#### **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**

The payment will be effected on the basis of the claim made in the prescribed manner with supporting documents.

- a) The Contractor shall collect coupons from the employees against supply of food items. Used/Collected coupons shall be submitted to the company for payment. Bills should be on letter head with address seal and signature of the contractor with the details of coupons surrendered and the amount. The payment against coupon surrendered by the contractor shall be made within 7

days of receipt of the coupons. The payment against coupon shall be made twice in a month.

b) Since there is no coupon for tea/coffee, the payment against tea supply shall be made based on attendance of the employee as follows:

Total No. of employees including Apprentices }  
present during the day (00.00 hrs to 24 hrs) } X 2 = No. of tea supplied

c) The guest coupons collected as per Clause 3 of scope of work shall be submitted by the contractor along with the bill once in two months for payment.

#### **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.

#### **COMMERCIAL BID DECLARATION**

The bidder has to fill and put signature & seal in the Commercial Bid Declaration in the prescribed format (Annexure V) and submit the same along with the Commercial Bid.

#### **DECLARATION OF THE PERCENTAGE OF LOCAL CONTENT**

The bidder has to fill and put signature & seal in the Declaration of the Percentage of Local Content in the prescribed format (Annexure F) and submit the same along with the Commercial Bid.

#### **DEFECT LIABILITY PERIOD**

As per HOCL General Conditions of Contract.

#### **UNDERTAKING**

All the bidders have to give an undertaking in the format as given as Annexure H in the Technical Bid.

#### **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.

#### **OTHER TERMS AND CONDITIONS**

#### **FACILITIES PROVIDED BY THE COMPANY**

1. Electricity and water required for the canteen will be supplied free of cost by the Company.
2. Company shall reimburse the cost of cylinders used in the canteen, subject to a maximum of 60 numbers of 19 kg cylinders per month, at the rate of BPCL/HPCL/IOCL.

3. Company shall provide free of charge the following:
  - a) Accommodation for preparing and serving of meals.
  - b) Furniture, Vessels, Utensils, Electrical/gas equipment for cooking.
4. Company shall pay a fixed sum of **Rs.12,00,000/-** (Rupees Twelve Lakhs only) per month to the contractor by way of reimbursement of fixed costs. This amount shall be firm during the period of the contract.

### **DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

The contractor shall be responsible to make all arrangements for running of the canteen including to engage adequate number of competent Cooks, Supervisors, and Helpers/Servers, to pay their salaries and benefits as per law, to make arrangements for procurement of good quality provisions vegetables and other items required for cooking as per the specifications given by HOCL, and to comply with all applicable laws and regulations including labour laws and to obtain necessary licenses and keep it valid during the period of the contract. A Supervisor should be available at the canteen round the clock to supervise the functions and ensure quality, quantity and hygiene of raw materials and food items. The Quality/brand of major items as given in the Annexure only should be used. RE-USE OF THE COOKING OIL IS NOT ALLOWED. The canteen contractor shall take away the used oil from the canteen on daily basis and dispose the same in an environment friendly manner.

The contractor shall be Responsible and liable to:

- a) Serve and conduct the canteen in accordance with the directions of the authorized representatives of the company.
- b) To serve wholesome tasty foods and refreshments at the specified hours as notified to him.
- c) To serve tea, coffee, snacks etc., in the various departments at fixed hours as notified to him.
- d) To serve food to the employees during the shift work and abide by the alterations made in the working hours notified to him.
- e) To supply food and refreshments to the guest on the reasonable notice being given by the authorized officer.
- f) To make arrangements to serve meals, tea and eatables in the canteen and inside the factory and office during day and night at prescribed hours.
- g) To make arrangements to serve such number of packed meals at the work spots/office as may be required by the company.
- h) To make arrangements to prepare additional items of foodstuffs and serve as and when required by the company.
- i) To provide tiffin carrier service whenever required.
- j) Contractor shall not sell any food items to outsiders.

### **SPECIAL CONDITIONS WITH RESPECT TO PREVENTION OF COVID -19**

The Contractor shall ensure compliance of all the directions /guidelines issued from time to time with respect to the prevention of the spread of Covid-19. The items to the canteen should be procured only from reliable sources and proper sanitation of the same should be ensured. Workers of the Contractor should be provided with all preventive gadgets such as hand gloves, face masks etc and it should be ensured that the workers are wearing these while on duty and inside the Company premises. Proper social distancing of workers should be ensured at the work place. The record of the movement of the canteen staff should be invariably maintained. In case any of the workers fall sick that should be informed to HOCL Management without delay.

**PENALTY**

Company reserves the right to impose penalty as deemed fit on the contractor, for non-performance of any of the responsibilities/liabilities/ deviations from scope of work/ any clauses as given in our tender.

**MILK SUPPLY**

The successful tenderer shall also arrange for supply of milk to the employees of HOCL after every shift against coupons issued by the company for this purpose. The cost of the MILMA milk so supplied to company employees shall be paid by the Company to MILMA directly. If there is any shortage in the number of coupons collected from employees, the value of the same will be recovered from the contractor.

**RIGHT TO REJECT**

The acceptance of the tender and award of contract to one or more tenderers if considered necessary rest with the company who does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders with reasons thereof. Unsealed tenders, tenders not submitted with the prescribed tender documents, conditional and unsigned tenders, tenders containing absurd rates and amounts, and tenders which are incomplete otherwise are liable to be rejected.

**AWARD OF CONTRACT**

Acceptance of the tender will be intimated to the successful tenderer before expiry of the period of validity of the tender through a letter/fax/e-mail of indent sent in the address mentioned in the tender.

**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.hoclidia.com](http://www.hoclidia.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.

**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 lac 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](mailto:rajnishakumar@gmail.com)

**DUE DATE & TIME:** Due date for submission of tender (Closing date) is **12.10.2021 at 02.00 pm.**

**OPENING OF BIDS:** The Technical Bids will be opened on **13.10.2021 at 02.00 PM** electronically. Price Bids of the technically accepted bidders will be opened on or after 13.10.2021.

**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 Annexure II.

**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** 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 & 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.

**PRE BID MEETING:** A Pre-Bid Meeting will be held at **14:00 Hrs on 30.09.2021** to appraise the prospective bidders about the various aspects of running of the Canteen in HOCL. **Pre-bid meeting will be held online.** Bidders interested to participate in the Pre-Bid Meeting should communicate the same to HOCL on or before **29.09.2021** so as to make arrangements for the same.

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

**Tender No: PAD/2021/006**

**CANTEEN CONTRACT 2021-22**

**TECHNICAL BID (FORM - A)**

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

**PRO-FORMA-TECHNICAL BID**

**NAME OF WORK: CANTEEN CONTRACT 2020-21**

**1. Details of previous experience including existing contracts**

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

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

<b>Financial Year:</b>	<b>Turnover:</b>
2018-19	:
2019-20	:
2021-22	:

**3. Details of EMD enclosed:**

**Document No...** ..... **Dated** ..... **Amounting to`** .....  
**Name of the Bank :** .....

**4. Details of Tender Fee enclosed:**

**Document No...** ..... **Dated** ..... **Amounting to`** .....  
**Name of the Bank :** .....

**5. PAN No:** .....

**6. GST No:**.....

- 7. Annexure A (Labour Laws requirements) signed and sealed is attached.**
- 8. Annexure B (Labour Laws Check List) signed and sealed is attached**
- 9. Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached**
- 10. Annexure D (Declaration of Blacklisting / Holiday Listing ) duly filled, signed and sealed is attached**
- 11. Annexure E (Commercial Bid Declaration ) duly filled, signed and sealed is attached**
- 12. Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.**
- 13. Annexure G (Format of Integrity Pact) signed and sealed is attached.**
- 14. Annexure H (Bid Security Declaration) signed and sealed is attached**
- 15. Annexure I (Undertaking) signed and sealed is attached.**

**Enclosed the tender documents signed & sealed in all pages along with all the Annexures**

**Signature of the Tenderer :**

**Name of the Tenderer :**

**Address :**

**Phone Number :**

**Email Id :**

**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. 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. HOCL Company premises is declared as "**PLASTIC FREE ZONE**". Hence, plastic carry bags or any plastic item having thickness less than 75 microns should not be used/brought inside the Company. Violation of the same by the contractor or his employees will be an offence as per Company Rule.

8. **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 Labour 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.

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**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.

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**ANNEXURE - D**

**PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING**

**In the case of a Proprietary Concern:**

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

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

**In the case of a Partnership Firm:**

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

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

**In the case of Company:**

We hereby declare that we have not been placed on any holiday list or black list declared by any Government Public Sector Company (CPSU) or any of the administrative ministries, except as indicated below:

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

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

PLACE:

DATE:

SIGNATURE OF THE BIDDER

.....

**ANNEXURE - E**

ANNEXURE TO BID AGAINST TENDER NO \_\_\_\_\_

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

Name of Bidder: .....		
Sr. No.	Commercial Clauses	Bidder Confirmation  (Please put ✓ in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization.  If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List  <input type="checkbox"/> No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> Micro <input type="checkbox"/> Medium  <input type="checkbox"/> Small <input type="checkbox"/> No
2-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer  <input type="checkbox"/> Services  <input type="checkbox"/> Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes  <input type="checkbox"/> No
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.  <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number  .....  <input type="checkbox"/> Not Applicable
3-ii	Submitted valid document against clause no 3i	<input type="checkbox"/> Submitted  <input type="checkbox"/> Not Applicable
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category  (Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes  <input type="checkbox"/> No

4ii	<p>Whether the proprietor of “MSME” enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
4iii	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted  <input type="checkbox"/> Not Applicable
5	<p><b>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</b></p> <p>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</p>	<input type="checkbox"/> Agreed  <input type="checkbox"/> Not Agreed

DATE:SIGN AND STAMP OF BIDDER

.....

(For Purchase Order/ Work Order with estimated value more than FIVE Lakhs)

**ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER****NO \_\_\_\_\_**

(KINDLY FILL AND SUBMIT ALONG WITH OMMERCIAL/TECHNICAL BID)

<b>Name of the Bidder:</b>		
<b>Sr No.</b>	<b>Commercial Clauses</b>	<b>Bidder Confirmation(Please put ✓)</b>
1	Please mention whether you are a Class-I/Class II Local supplier.(Please see the definition given below)	Class I <input type="checkbox"/> Class II <input type="checkbox"/>
2	Specify the percentage (%) of local content.	----- %
3	Details of location at which the local value addition is made	
4	Mention whether the product offered is manufactured in India under a license from a foreign who hold intellectual property rights and there is a technology collaboration agreement / Transfer of technology agreement.	Yes / No

**SELF DECLARATION OF LOCAL CONTENT**

We hereby declare that the percentage (%) of local content specified against mentioned against Sr.No.2 is \_\_\_\_\_%.

We also understand that submitting False self-declarations and auditors will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to Two Years as per the Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under Law.

DATE:

SGNATURE AND STAMP

Definitions

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

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

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

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

DATE:

SIGNATURE AND STAMP

.....

**Annexure - G**

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

**INTEGRITY PACT**

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at 4<sup>th</sup>\* Floor, V Times square, Sector-1S, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a) No employee of the Principal, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced / interested persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code/Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s)/contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) A Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s) /contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other (rom such as to pu t his reliability or credibility in question, the Principal is entitled to disqualify the Bidders/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

#### Section 4- Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5- Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in India conforming to the anti- corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

#### Section-6- Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s) / Contractor(s) undertake(s) to demand *from* all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
- (3) The Principal *will* disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section-7- Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Section 8 - Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
  - (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
  - (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
- The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- (4)
  - (5) As soon as the Monitor notices, or believes to notice, a violation of\* this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
  - (6) The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.

(8) If the minor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance

Commissioner.

(9) The word 'Monitor' would include both singular and plural.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other bidder(s) 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Chairman and Managing Director of HOC

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, ie., Navi Mumbai, Maharashtra.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

“ the courts (5) The Bidder / Contractor signing this "Integrity Pact" shall not approach while representing the matters IEMs and he / she shall wait their decisions in the matter

For & On behalf of the Principal(Office Seal)

For & On behalf of Bidder/Contractor

(Office Seal)

Witness 1

Name & Address

Witness 2

Name & Address

.....

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

SUB: Tender for Canteen Contract  
Ref: Tender ref. No. PAD/2021/006

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for running canteen in HOCL, Ambalamugal. We further affirm that we have understood all the terms of running of canteen in HOCL including the wages payable to the workers there, ensuring the quality of raw materials and food items to be supplied, approximate quantity of the items to be supplied on daily basis etc. We also understand that the workers engaged in the canteen are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the salary & allowances payable to the canteen 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)

.....