

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Govt. of India Enterprise)
Ambalamugal.P.O, Ernakulam Dist-Pin: 682 302
Kerala. Ph: 0484 2720911, Fax: 0484 2720893

PAD/2020/010

DATE :18.09.2020

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	HOUSE KEEPING AND WASTE DISPOSAL AT TOWNSHIP FOR THE YEAR 2020-2021 (LIMITED TENDER) HOCL Tender Ref : PAD/2020/010

Tender documents may be downloaded from www.hoclindia.com or www.eprocure.gov.in.

Interested parties may please get registered with NIC e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>.) to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum /extension before submitting the offers.

Please submit your E-bids under the **two-bid system** confirming to the specifications and the terms and conditions.

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

SINDHU.D
GENERAL MANAGER(P&A)

HINDUSTAN ORGANIC CHEMICALS LIMITED
(A Government of India Enterprise)

Ambalamugal P.O., Ernakulam dist, Pin- 682 302

Kerala- Ph: (0484) 2720911, Fax: (0484) 2720893

Email: kochi@hoclindia.com, web: www.hoclkochi.com.

PAD /2020/010

Date: 18.09.2020

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 HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP. HOCL has entered into an agreement with M/s. NIC for e-procurement through their portal <https://eprocure.gov.in/eprocure/app>. You may please get registered as a vendor with NIC for participating in this tender.

Tender documents are uploaded in HOCL website www.hoclkochi.com and [www.eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

Index of documents enclosed is attached herewith. You are requested to kindly go through the (i) Scope of Work (ii) General Instructions for Online Bid Submission (iii) General Terms and conditions of the tender (iv) Technical Bid (Form-A) (To enable us to ascertain the capabilities of vendor.) (v) Commercial Bid Declaration (vi) Declaration of percentage of local content (vii) Integrity Pact to bidders for online bid submission, 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 (GSTN:32AAACH2663P1ZG)

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/2020/010

HOUSE KEEPING AND WASTE DISPOSAL AT TOWNSHIP FOR THE YEAR 2020-2021

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 scope of the work includes all such works which help in keeping HOC Township clean and tidy and shall maintain the Township Premises in good hygienic condition, which are broadly as under but are not exhaustive.

WORKS ON DAILY BASIS:

1. COLLECTION AND DISPOSAL OF WASTE FROM EACH FLAT.

The waste materials are to be collected from the flats on daily basis and the same is to be taken away from the township premises for depositing at a convenient place of the contractor at contractor's risk and cost and disposed off in an environment friendly manner. The collection of waste shall be done from each door and shall be completed before 10.30 AM on all days.

2. CLEARANCE AND DISPOSAL OF WASTE FROM DUST BINS.

Dust bins are placed at various locations in the Township. All the bins are to be cleared on daily basis with proper segregation and waste so collected shall be taken away from the Township premises on the same day itself and disposed off in an environment friendly manner as per prevailing rules and standards. The bins are to be kept in good hygienic conditions and free from any foul smell.

3. SWEEPING AND CLEANING.

a) Community Hall: The Community Hall including the children's library and its surroundings are required to be swept and cleaned on daily basis. The waste materials so collected shall be taken away from the Township on the same day. The terrace & roof of the community hall is also required to be cleaned. The toilets inside the community hall shall be cleaned daily with good quality perfumed phenyl/detergents. Acid washing of ceramic closets & wash basins be done once in a month.

b) Security Cabins: There are 2 security cabins in the Township which are required to be cleaned every day.

c) Telephone exchange and Electrical Room: The floor as well as ceiling of the Telephone exchange and Electrical room are to be cleaned every day.

d) Staircases of buildings: The Staircases of each building and roof of each staircase and structures wherever possible are also to be cleaned every day.

d) Transit House: The floor including toilets and staircase of 4 Nos. of D Type Quarters presently being used as Transit House is to be washed with good approved quality detergent to make it dust free. The doors, windows all fixtures and fitting & furniture items to be rubbed every day with dry

cloth. Acid washing of Ceramic Closets and wash basin be done.

e)Cleaning of Spider Webs: Common areas of all the buildings in the Township including transit house, community hall, security cabins, bus shelter etc. are to be cleaned daily to ensure that no spider web is developed in these areas.

f) The children's park at township is required to be swept every day.

WORKS TWICE IN A WEEK:

4)Internal Roads: The internal roads are to be kept cleaned. Sweeping and cleaning of the internal roads are to be done twice in a week preferably on all Wednesdays and Saturdays.

b)Pathway to the building and concreted area: The pathway to each building and also concreted area around each building are to be swept daily to keep the area clean.

5. MAINTENANCE OF CHILDREN'S PARK:The grass or other vegetation shall be cut periodically(maximum height 10 cm) to keep the park clean.

6. CUTTING OF GRASS AND OTHER WASTE GROWTH:

The grass and other waste growth in the Township premises are to be cut and the cut grass waste growth and decayed vegetation shall be removed from the Township on the same day of cutting. There should not be any growth of vegetation of any kind for more than 10 CM length in Township.

Period: Done once in a month with Grass Cutting machine . For this at least two grass cutting machine in good condition with operators to be deployed.

7. CUTTING AND DISPOSAL OF BRANCHES OF TREES:

The branches of Trees (except wood) causing inconveniences to inmates and hindrances to the building and other assets of Township are to be cut. The work shall be carried out as per instructions/directions from Officer in Charge in presence of security personnel. The cut branches are to be removed immediately after the work from the premises.

8. CLEANING OF DRAINAGE:

All the drainage in the township is to be cleaned once in a month followed with flushing of water. There should not be any foul odour from the drainage. Any chocking in drainage system at Township is to be attended immediately on getting information from the company authorized person.

9. WASTE DISPOSAL:

The waste materials collected during the execution of the above work shall be taken away from the Township on the same day of the collection by arranging suitable transportation. The dumping of the waste materials collected from the Township is to be done in an ENVIRONMENT FRIENDLY MANNER at a convenient place of the contractor outside the Township premises at contractor's risk, cost and control. The Company will not be responsible for any consequences, which may arise in the course of disposal of waste taken out of HOC Township. The contractor shall be solely responsible for the disposal of waste in an environment friendly manner outside HOC Township and HOCL will be free from any legal or other liabilities arising out of the same.

10.MOSQUITO CONTROL: Spraying of pesticides in drainage and open area of the colony against mosquito shall be arranged on all Saturdays. For this two sprayers are to be made available with labours. THE PESTICIDES SHALL BE SUPPLIED BY THE COMPANY.

11.All the equipment / tools such as broomsticks, brushes, buckets, sickles, spades, detergents etc. and Transportation shall be arranged by the Contractor. Only pesticide for spraying against mosquito shall be supplied by the Company.

12. Minimum 05 Nos of Workers and 01 Supervisor should be arranged daily by the contractor for the above work. A register for maintaining the attendance including the supervision be maintained.

13. Disinfecting & Fumigation: In view of Covid-19 and such epidemics: Common area, Security Cabins , Guest House Community Hall, Day Care Centre, Club Offices, etc be done at regular intervals with appropriate disinfectant as per the advice of Officer In Charge.

14. Additional Cleaning during rainy season. Stair case & rails to be disinfected at regular basis in view of Covid-19 using appropriate disinfectant, which should be done as per the advice of Office In Charge.

General instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal(Govt. Of India), using valid **Digital Signature Certificates**. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is **free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the

CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee /

EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Contract Person (National Informatics Centre)

**Mr.N.V.RAVIDEV,
GM(P&A), HOCL, Ambalamugal.
Tel.0484 2727325**

**Mr.BIJU.C.J,
Sr.Admin. Officer
HOCL, Ambalamugal.
Ph: 0484 2727294**

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

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

Tender No: PAD/2020/010

HOUSE KEEPING AND WASTE DISPOSAL AT TOWNSHIP FOR THE YEAR 2020-2021
GENERAL TERMS AND CONDITIONS

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

PREQUALIFICATION CRITERIA

1. Contractor having Experience in Housekeeping work for minimum One year in Township/ Residential Complex/ Industries.
2. Experience in similar work i.e., Labour Supply/ Labour Oriented miscellaneous work in similar Industries shall also be considered.
3. Experience having successfully completed the works during last 7 years ending 31st March 2020 should be either of the following:
(Documentary proof shall be attached along with technical bid.)
 - a. Three similar completed works costing not less than 8.34Lakhs.
OR
 - b. Two similar completed works costing not less than 10.41 Lakhs.
OR
 - c. One similar completed work costing not less than 16.67 Lakhs.
4. Documentary proof for satisfactory performance of the work executed by the Party is to be submitted.
5. Average annual financial turnover during the last 3 years, ending 31st March 2020 shall be at least 6.25 Lakhs. Details of annual financial turnover to be submitted with documentary proof.
6. Details of current commitments with copies of Work Order to be submitted.

EARNEST MONEY DEPOSIT

Quotation shall accompany an EMD of **Rs. 15,700/-** paid by crossed DD/Bankers Cheque/Cash only of State Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Tripunithura branch of Central Bank of India (A/c.No.: 3580607136, ISFC 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.
- c) No interest on EMD will be paid.
- d) 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.

RATES

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

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

SECURITY DEPOSIT

Total security deposit shall be as per GCC(10% of contract value/actual value of work).

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

2.5% initial security deposit and balance 7.5% security deposit shall be as per clause 3.8 and 4.4 of the standard 'General Conditions of Contract' which is available in the office for reference, if required.

Balance 7.5% will be recovered from the 1st and subsequent running bills/final bill against security deposit at a rate of 10% of the value of each running bill till the total security deposit is collected.

LIQUIDATED DAMAGES

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

PERIOD OF CONTRACT

One year from the date of issue of Work Order

SCOPE OF SUPPLY

AS PER SCOPE OF WORK

TIME OF COMPLETION

One year from the date of issue of Work Order

PAYMENT TERMS

The payment towards the bill will be made within 15 days from the date of submission of the bills. **Proportionate deduction shall be made for non execution of any job** from the corresponding bill.

CONTRACT PREFERENCE

Contract / Price Preference or any other concessions applicable for **MSME / SSI Units /PSUs** will be as per latest Government of India Directives. For availing this benefit, the bidder shall make their claim in the Technical Bid itself and enclose necessary documentary evidence to prove their eligibility.

Defect Liability Period

AS PER GCC

OTHER TERMS AND CONDITIONS

1. The waste materials so collected during the execution of the work shall be taken away from the Township on the same day of the collection by arranging suitable transportation. A tempo/ suitable vehicle shall be arranged every day for removing the waste materials from the colony premises at your cost. The dumping of the waste materials collected from the Township shall be done at your convenient place outside the Township premises at your risk, cost and control. HOCL shall not be responsible for any consequences which may arise in the course of disposal of waste taken out of HOC Township. You will be solely responsible for the disposal of waste in an **environment friendly manner** outside HOC Township and the Company will be free from any legal or other liabilities arising out of the same.
2. A log book is to be maintained by you regarding spraying against mosquito, grass cutting and flushing of the drains which is to be signed by one member of the Township Welfare Committee or one of the residents belonging to a particular block of flats where work is carried out. The log book so maintained shall be produced along with the monthly bill, for verification and shall be kept at Security Cabin.
3. The labourers deployed for the above work should be provided with necessary tools and equipments for carrying out the job. All the labour be provided with gloves, face masks, face shields, etc. All Covid protocols to be followed as per the instruction of Officer in Charge.
4. This contract shall be read in conjunction with the General Conditions of Contract of HOCL or any other documents forming part of this contract.
5. You will strictly follow the Rules and Regulations under Contract Labour (Regulation and Abolition) Act, 1970 and Kerala Contract Labour (Regulation and Abolition) Rules, 1971 or any other Act / Rules applicable to your labourers deployed at our Township for the above work.
6. You shall issue token to each and every labourers engaged by you. You should ensure that the labourers are carrying their token without failure.
7. You shall be liable to pay contribution to the ESI for all the contract labourers engaged by you from time to time and for this purpose necessary ESI form should be filled in and submitted to P&A Dept. without loss of time if any new labourer has been engaged.
8. All the labourers engaged by you should be covered under CPF scheme. It is your responsibility to see that the contribution under PF scheme is made every month for the labourers engaged by you.
9. You shall ensure that the labourers engaged by you should follow the instructions given by the HOC Management/Security from time to time. All required PPEs to be provided by you.
10. You will have to abide by the provisions of other Central and State Government Acts and Rules as applicable to your labourers.

11. The terms, 'daily', 'every day' and 'all days' used in this work order refers to all the 365 days in the year including Sundays and holidays and all the work mentioned above on daily basis shall be carried out every day including Sundays and holidays. Proportionate deduction shall be made for non-execution of any job on any day.

AGREEMENT

The successful tenderer/contractor, within 21 days from the date of work order shall execute at his cost and expense an agreement with the company in the prescribed format on a non-judicial stamp paper for Rs.100/-. The format of the agreement is given in our GCC and forms a part of this tender.

DUE DATE & TIME: Due date for submission of tender is (Closing date) **09.10.2020** at **02.00 pm.**

OPENING OF BIDS: The Technical Bids will be opened on **12.10.2020** 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 form 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.

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ANNEXURE-IV

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

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

Tender No: PAD/2020/010

HOUSE KEEPING AND WASTE DISPOSAL AT TOWNSHIP FOR THE YEAR 2020-2021

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:- HOUSE KEEPING AND WASTE DISPOSAL AT TOWNSHIP FOR THE YEAR 2019-2020

1. Details of Experience and current commitments(Copies of Work Ordes to be attached)

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

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

Financial Year: Turnover:

2017-18 \

2018-19 \

2019-20 \

1. Details of EMD enclosed:

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

2. **PAN No:**

3. **GST No**.....

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 :

Place :

Date :

COMMERCIAL BID- DECLARATION

(KINDLY FILL THIS SHEET AND SUBMIT IN PACKET)

Name of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put ✓ in front of your confirmation)
1	PLACE OF DISPATCH/SERVICE: [CITY]..... [STATE].....	
2	DELIVERY PERIOD FOR SUPPLY: Delivery period for supply (in no. of weeks) from the date of purchase order. Notes: <ul style="list-style-type: none"> • Delivery period should be firm and not in form of a range. • If delivery period mentioned in the number and in words are different then delivery period mentioned in the words will be considered for evaluation 	Delivery Period (Weeks) In Number In Words
3	MUTUALLY AGREED DAMAGES (MAD) CLAUSE: Mutually Agreed Damages (MAD) for Late Delivery Clause is applicable for the Delayed Delivery @ 0.5% per week of delay to max. 5% of PO/contract value. In addition, applicable GST shall also be deducted on the MAD charges from supplier's payment.	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
4	FIRM PRICE CLAUSE: Price shall be FIRM till the execution of contract. Any statutory change within contract period will be borne by HOCL.(Price shall be firm else offer will not be considered)	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
5	STATUTORY VARIATION CLAUSE: Any variation in levies within the contractual delivery period shall be to HOCL's account and beyond that, it will be to Supplier's account.	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
6	Whether bidder 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

7-i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> No
7-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
7-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
7-iv	Submitted valid document against clause no 8-i. <i>Upload the document in packet 3.</i>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
8	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. <i>SSI/MSME/NSIC/UAM /DIC registration/exemption certificate</i>	<input type="checkbox"/> Mention UAM Number <p style="text-align: center;">.....</p> <input type="checkbox"/> Not Applicable
9.i	Whether the proprietor of “MSME” enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.ii	Whether the proprietor of “MSME” enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Submitted certificate against clause no 9.i: (Upload the document in packet 3)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
11	BID VALIDITY: Whether bidder agrees to keep bid validity for 120 Days from the date of opening of the tender. (Bids with less validity are liable for rejection)	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed

12	<p>PAYMENT TERM:</p> <p>100% payment will be made on 30th day of receipt of material at HOCL stores subject to acceptance of material at HOCL stores.</p> <p><i>100 % PAYMENT within 30 days of receipt of material/90 % through bank and balance within 30 days (bank charges shall be loaded for comparison)</i></p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
13	<p>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</p> <p>Note:</p> <p>(Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents will lead to rejection of offer, no correspondence shall be done for clarifications)</p> <p><i>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)</i></p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
<p>SIGN AND STAMP OF BIDDER</p>		

ANNEXURE(F)-VI

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

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

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

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

SELF DECLARATION OF LOCAL CONTENT

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

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

DATE:

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, 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, 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

(To be signed on Rs.200/- stamp paper) INTEGRITY PACT

Between

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

And

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

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

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

Section 1- Commitments of the Principal

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

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

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

- (1) The Bidder(s)/contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal' s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) A Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) 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 *mom* all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
- (3) The Principal *will* disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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 (2) 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) As soon as the Monitor notices, or believes to notice, a violation of* this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (5) The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(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.

(5) The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts 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