



Renewal of Comprehensive AMC for YOKOGAWA Centum VP DCS – Boiler plant

INST/SPR/2026/02/GeM

हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड
HINDUSTAN ORGANIC CHEMICALS LIMITED
 (भारत सरकार का एक उद्यम)
(A Government of India Enterprise)
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ई-निविदा सूचना **E- TENDER NOTICE**

HOCL निम्नलिखित कार्य के लिए दो बोली प्रणाली के तहत ई-बोली आमंत्रित करता है:
 HOCL Invites e-Bids under the **Two Bid system** for the following work:

Sl. No.	Description of Item and Tender No.
1	<p>कार्य का नाम : योकोगावा सेंटम वीपी डीसीएस बॉयलर प्लांट के लिए व्यापक एएमसी का नवीनीकरण</p> <p>HOCL निविदा संदर्भ: INST/SPR/2026/02/GeM.</p> <p>Name of Work: Renewal of Comprehensive AMC for YOKOGAWA Centum VP DCS – Boiler plant</p> <p>HOCL Tender Ref: INST/SPR/2026/02/GeM.</p>

निविदा दस्तावेज www.hoclkochi.com, <https://mkp.gem.gov.in/market> से डाउनलोड किए जा सकते हैं।
 Tender documents may be downloaded from www.hoclkochi.com, <https://mkp.gem.gov.in/market>.

इच्छुक पार्टियां निविदा में भाग लेने के लिए कृपया एनआईसी ई प्रोक्योरमेंट पोर्टल (यूआरएल: <https://mkp.gem.gov.in/market>) पर पंजीकृत हो सकती हैं। निर्दिष्ट ऑनलाइन प्रक्रिया के अलावा अन्य प्रस्तुत निविदाएं स्वीकार नहीं की जाएंगी। कृपया प्रस्ताव जमा करने से पहले किसी भी परिशिष्ट/शुद्धिपत्र/विस्तार के लिए नियमित रूप से उपरोक्त साइटों पर जाएं।

Interested parties may please get registered with NIC e procurement portal (URL: <https://mkp.gem.gov.in/market>) 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.

कृपया विशिष्टताओं और नियमों और शर्तों की पुष्टि करते हुए दो बोली प्रणाली के तहत अपनी ई-बोली जमा करें।
 Please submit your E-bids under the **Two Bid system** confirming to the specifications and the terms and conditions.

हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड के लिए और उनकी ओर से
 For and on behalf of Hindustan Organic Chemicals Limited
 (GSTN:32AAACH2663P1ZG),(CIN:I99999MN1960GOI011895)



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संलग्नक ANNEXURE-I

निविदा के सामान्य निबंधन और शर्तें GENERAL TERMS AND CONDITIONS OF THE TENDER

1. बयाना राशि जमा EARNEST MONEY DEPOSIT - लागू नहीं NOT APPLICABLE
2. सुरक्षा जमा SECURITY DEPOSIT - लागू नहीं NOT APPLICABLE
3. निष्पादन सुरक्षा जमा PERFORMANCE SECURITY - लागू नहीं NOT APPLICABLE
4. परिसमापन क्षति LIQUIDATED DAMAGES - लागू नहीं NOT APPLICABLE
5. दोष देयता अवधि DEFECT LIABILITY PERIOD - लागू नहीं NOT APPLICABLE
6. संविदा अधिमान CONTRACT PREFERENCE - लागू नहीं NOT APPLICABLE

पूर्व-योग्यता मानदंड (तकनीकी बोली में शामिल किया जाना है)

PRE-QUALIFICATION CRITERIA (TO BE INCLUDED IN THE TECHNICAL BID)

निविदाकर्ता तकनीकी बोली (मूल्य रहित बोली) में निम्नलिखित प्रस्तुत करेंगे जिसके बिना निविदा को अस्वीकार कर दिया जाएगा।

The Tenderers shall submit the following in the Technical bid (Un priced Bid) without which the tender will be rejected.

- क) निविदा दस्तावेज के विभिन्न खंडों में निर्धारित निविदाकर्ता द्वारा विधिवत भरे और हस्ताक्षरित निविदा दस्तावेज का पूरा सेट।
 - a. Complete set of Tender Document duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender Document.
- ख) निविदाकर्ता द्वारा जीसीसी संबंधित भागों में विधिवत भरा, सभी पृष्ठों पर हस्ताक्षर और मुहर लगाई गई (निविदाकर्ताओं को हमारी वेबसाइट www.hoclkochi.com से जीसीसी (अनुबंध की सामान्य शर्तें) डाउनलोड करना होगा और इसे तकनीकी बोली के साथ सभी पृष्ठों में विधिवत हस्ताक्षरित और मुहर लगाकर वापस करना होगा।
 - b. GCC duly filled in the relevant portions, signed and stamped all the pages by the tenderer (The tenderers have to download the GCC (General Conditions of Contract) from our web site www.hoclkochi.com and the same has to be returned along with the technical bid duly signed and stamped in all pages).

दरें RATES

उद्धृत दरों में सभी कर, शुल्क, चुंगी और अन्य लेवी आदि शामिल होंगे। जीएसटी, यदि लागू हो तो अतिरिक्त भुगतान किया जाएगा। बोलीदाता के पास केंद्रीय उत्पाद शुल्क विभाग के साथ जीएसटी पंजीकरण होना चाहिए।

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.

ठेके की अवधि PERIOD OF CONTRACT

अनुबंध की अवधि 01-02-2026 से 31-01-2029 तक होगी।

The period of the contract will be from 01-02-2026 to 31-01-2029.



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आपूर्ति का दायरा SCOPE OF SUPPLY

1. सामग्री MATERIALS

a. ठेकेदार का कार्यक्षेत्र: कार्यक्षेत्र के अनुसार।

Contractor's scope: As per scope of work.

b. एचओसीएल का कार्यक्षेत्र: शून्य

HOCL's Scope: Nil

2. उपकरण और सामान TOOLS AND TACKLES

a. ठेकेदार का कार्यक्षेत्र: कार्यक्षेत्र के अनुसार।

Contractor's scope: As per scope of work.

b. एचओसीएल का कार्यक्षेत्र: शून्य

HOCL's Scope: Nil

निविदा की वैधता VALIDITY OF THE TENDER

निविदा, निविदा प्राप्त करने की निर्धारित अंतिम तिथि से **90 दिनों** की अवधि तक स्वीकृति के लिए वैध रहेगी।

The tender shall be kept valid for acceptance for a period of **90 days** from the last date prescribed for receipt of the tender.

एक निविदाकर्ता कंपनी की लिखित सहमति के बिना तीन महीने की उक्त अवधि के दौरान अपनी निविदा को रद्द करने या रद्द करने या निविदा दर या उसकी किसी भी शर्त को बदलने का हकदार नहीं होगा।

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.

मूल्य Price

ठेका निश्चित सर्व-समावेशी मूल्य पर प्रदान किया जाएगा जब तक कि अन्यथा निर्दिष्ट न हो। निविदा में सभी दरें लागू करें, शुल्कों और शुल्कों को कवर करेंगी। हालांकि, एचओसीएल द्वारा लागू जीएसटी का भुगतान केंद्रीय उत्पाद शुल्क के साथ जीएसटी पंजीकरण वाले सफल निविदाकर्ता के अधीन किया जाएगा।

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.

यदि आवश्यक वस्तुओं या सेवाओं के लिए उद्धृत मूल्य संरचना में इकाई मूल्य और कुल मूल्य (जो इकाई मूल्य को मात्रा से गुणा करके प्राप्त होता है) के बीच कोई विसंगति हो, तो इकाई मूल्य मान्य होगा और कुल मूल्य को तदनुसार संशोधित किया जाएगा, सिवाय इसके कि यदि HOCL की राय में इकाई मूल्य में दशमलव बिंदु का स्पष्ट रूप से गलत स्थान हो, तो ऐसी स्थिति में उद्धृत कुल मूल्य मान्य होगा और इकाई मूल्य को तदनुसार संशोधित किया जाएगा।

If, in the price structure quoted for the required goods or services, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the



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unit price shall prevail and the total price corrected accordingly, unless in the opinion of HOCL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

यदि उप-योगों के जोड़ या घटाव के परिणामस्वरूप कुल योग में कोई त्रुटि हो, तो उप-योग ही मान्य होंगे।

और कुल योग को संशोधित किया जाएगा।

If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

यदि शब्दों और अंकों में कोई विसंगति है, तो शब्दों में व्यक्त राशि मान्य होगी, जब तक कि शब्दों में व्यक्त राशि अंकगणितीय त्रुटि से संबंधित न हो, ऐसी स्थिति में अंकों में व्यक्त राशि मान्य होगी, जो ऊपर दिए गए (क) और (ख) के अधीन होगी।

If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

यदि किसी प्रस्ताव में ऐसी कोई विसंगति पाई जाती है, तो इसकी सूचना उपरोक्त निर्देशों के अनुसार लक्षित तिथि के साथ निविदाकर्ता को दी जानी चाहिए और यदि निविदाकर्ता एचओसीएल के अवलोकन से सहमत नहीं होता है, तो निविदा को नजरअंदाज किया जा सकता है।

If there is such discrepancy in an offer, the same is to be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of HOCL, the tender is liable to be ignored.

भुगतान शर्तें PAYMENT TERMS

प्रत्येक तिमाही में एएमसी जांच पूरी होने और चालान तथा एएमसी रिपोर्ट जमा करने के बाद ही भुगतान किया जाएगा।

Payment will be made after the completion of AMC visit at each quarter and submission of invoice and AMC reports.

करार AGREEMENT

ठेकेदार को कार्य आदेश देने के मामले में ₹200/- के गैर-न्यायिक स्टांप पेपर पर निर्धारित प्रारूप में एचओसीएल के साथ एक समझौता निष्पादित करना होगा।

The contractor has to execute an agreement with HOCL in the prescribed format on a non judicial stamp paper of ₹200/- in case of placement of work order.

अखंडता समझौता Integrity Pact

ठेकेदार को निर्धारित प्रारूप में HOCL के साथ एक सत्यनिष्ठा समझौता करना होगा। प्रारूप अनुलग्नक K में दिया गया है। सत्यनिष्ठा समझौते के सभी पृष्ठों पर उसी व्यक्ति के हस्ताक्षर होने चाहिए जिसने बोली पर हस्ताक्षर किए हैं, अर्थात् वह व्यक्ति जो बोली पर हस्ताक्षर करने और अपनी कंपनी की ओर से बाध्यकारी प्रतिबद्धताएं करने के लिए विधिवत अधिकृत है। बोलीदाता द्वारा विधिवत हस्ताक्षरित सत्यनिष्ठा समझौते के बिना प्रस्तुत की गई कोई भी बोली अनुत्तरित मानी जाएगी और उसे सीधे तौर पर अस्वीकार कर दिया जाएगा।

The contractor has to enter into an integrity pact with HOCL in the prescribed format. The format is as per Annexure K. All the pages of Integrity pact are to be duly signed by the same signatory who



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signed the bid i.e., who is duly authorised to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder will be considered to be a non-responsive bid and will be rejected straightway.

विवादों की माध्यस्थता Arbitration of disputes

"इस निविदा/समझौते/खरीद आदेश/कार्य आदेश के तहत या उससे उत्पन्न होने वाले सभी विवादों, मतभेदों, प्रश्नों और दावों को आपसी चर्चा के माध्यम से पार्टियों के बीच सौहार्दपूर्ण ढंग से निपटाया जाएगा और ऐसा न करने पर, ऐसे विवादों, मतभेदों, प्रश्नों या दावों को मध्यस्थता के माध्यम से समाधान के लिए भेजा जाएगा। भारत अंतर्राष्ट्रीय मध्यस्थता केंद्र या एचओसीएल के अध्यक्ष-सह-प्रबंध निदेशक द्वारा नियुक्त एकमात्र मध्यस्थ और मध्यस्थता का पुरस्कार अंतिम और पार्टियों पर बाध्यकारी होगा। मध्यस्थता की सीट कोच्चि, केरल, भारत में होगी और मध्यस्थता की कार्यवाही भारत अंतर्राष्ट्रीय मध्यस्थता केंद्र / भारतीय मध्यस्थता और सुलह अधिनियम 1996 या किसी वैधानिक संशोधन या उसके पुनः अधिनियमन के अनुसार कोच्चि, केरल, भारत में आयोजित की जाएगी।

All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitrators. The award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

जब अनुबंध किसी विदेशी विक्रेता के साथ होता है, तो विक्रेता के पास भारतीय अंतर्राष्ट्रीय मध्यस्थता केंद्र अधिनियम 2019 / भारतीय मध्यस्थता और सुलह अधिनियम, 1996 / यूएनसीआईटीआरएल (अंतर्राष्ट्रीय व्यापार कानून मध्यस्थता पर संयुक्त राष्ट्र आयोग) मध्यस्थता नियमों के प्रावधानों के अनुसार मध्यस्थता चुनने का विकल्प होता है।

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

अन्य निबंधन और शर्तें OTHER TERMS AND CONDITIONS

कंपनी के संविदा की सामान्य शर्तें अनुबंध पर लागू होती हैं, और अनुबंध का हिस्सा बनती हैं। एचओसीएल के अनुबंध की सामान्य शर्तों को हमारी वेबसाइट www.hoclkochi.com से डाउनलोड किया जा सकता है।

The General Conditions of Contract of the company is applicable to, and forms part of the contract. The General Conditions of Contract of HOCL can be downloaded from our Web site www.hoclkochi.com.



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परिशिष्ट जारी करने का अधिकार Right to Issue Addendum

कंपनी निविदा दस्तावेजों में बताई गई किसी भी शर्त, खंड या शर्तों को स्पष्ट/संशोधन/पूरक और/या हटाने के लिए निविदा दस्तावेज में कोई परिशिष्ट जारी करने का अधिकार सुरक्षित रखती है। जारी किए गए प्रत्येक परिशिष्ट को निविदाकर्ता या उसके अधिकृत प्रतिनिधि को वितरित किया जाएगा और ऐसा प्रत्येक परिशिष्ट निविदा दस्तावेजों का हिस्सा बन जाएगा।

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.

प्रस्ताव की वैधता: प्रस्ताव निविदा के लिए निर्धारित प्रस्तुत करने की अंतिम तिथि से न्यूनतम 90 दिनों की अवधि के लिए मान्य होगा।

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

बोली को अस्वीकार करने का अधिकार: एचओसीएल किसी भी बोली को अस्वीकार करने का अधिकार सुरक्षित रखता है जैसे

- (ए) विक्रेता उपरोक्त बोली प्रक्रियाओं का पालन नहीं करता है
- (बी) विक्रेता एचओसीएल को तकनीकी रूप से स्वीकार्य नहीं है
- (सी) विक्रेता निविदा की सामान्य शर्तों से सहमत नहीं है।
- (डी) मांगे गए किसी विशेष दस्तावेज को संलग्न नहीं करना
- (ई) कोई अन्य वैध कारण।

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) Vendor not agreeing with the general conditions of the tender.
- (d) Not enclosing any particular documents asked for.
- (e) Any other valid reasons.

बोलियों के सभी पृष्ठों पर हस्ताक्षर करना और मुहर लगाना: विक्रेता अपलोड की गई बोलियों के सभी पृष्ठों पर हस्ताक्षर करेगा और मुहर लगाएगा, ऐसा न करने पर बोलियां अस्वीकार कर दी जाएंगी।

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

संपर्क व्यक्ति (ऑनलाइन प्रस्तुति के लिए)

Contact Person (for online submission)

श्री मिथुन बाबू **Mr. Midhun Babu**

उप प्रबन्धक (सामग्री/एमएसएस)

Deputy Manager (Materials/MSS)

मोबाइल **Mobile No. 8921387812, 8547196394**

एचओसीएल कार्य समन्वयक

HOCL Work Co-ordinator

मिथुन कृष्णन के **Mithun Krishnan K**

उप प्रबंधक (इंस्ट्रुमेंटेशन) **Deputy Manager**
(Instrumentation)

टेलीफोन Tel: 0484-2727358



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संलग्नक ANNEXURE-II

कार्य का दायरा SCOPE OF WORK

AMC SCOPE OF WORK:

1. The AMC shall be **Comprehensive** covering the following services for **3 years** from the date of contract as per work order.

- a. **Preventive (Shutdown) maintenance service**- 1 visit per year.
- b. **Routine maintenance** -3 visit per year.
- c. **Breakdown maintenance**- As and when required.
- d. In-case system or sub system breakdown, the system shall be brought back to operation within 24 hours- As and when required.

2. SCOPE OF WORK FOR PREVENTIVE (SHUTDOWN) MAINTENANCE SERVICE

This service is a total system power turn of service and as such will be carried out during scheduled plant shutdown or during such periods when clearance is provided to carry out the services. Clear and advance information of at least 2 weeks will be given by HOCL. In case in any year if we are not able to hand over the system for shutdown maintenance, this service will be converted into a routine maintenance. SHUTDOWN MAINTENANCE will be carried out once in a year. Service is carried out on the systems/instruments under contract, to ensure safe and trouble-free operation and to minimize unexpected failures of the system/instruments.

- Checking and Recording of operating conditions: Operating conditions of the system, physical conditions and environmental conditions like Humidity, temperature etc. will be checked and suggestions will be recorded wherever necessary.
- Confirmation of installed hardware/software.

Check of I/O-loading, Revision levels and types of installed hardware. Check of installed system Software of each Agreement Product and verification of the System Software available on site.

Dismantling of system:

The DCS system will be completely dismantled to ensure proper physical connection and placing.

Confirmation of power source performance:

Voltage measurement shall be made for system input power source and DC power source of the Agreement Products. Wave form measurement shall be made for the system input power source and DC power source of the Agreement Products in case of problems.

Cleaning and Inspection of hardware:

Each PCB of the control station and operator station will be cleaned and overhauled for dust and contamination using certified cleaning agents and categorical physical inspection will be carried out to ascertain any possible damages to the tracks, contacts, components etc.



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Functional Test & Calibration Check:

Every function of each of the DCS system components will be checked on a sampling basis using YOKOGAWA Proprietary Diagnostic software wherever applicable and recommended.

Inspection & lubrication of movable parts:

Inspection and lubrication of movable parts of printer assembly, will be carried out for smooth and reliable operation.

Cleaning & Inspection of Contact Points:

Inside of the cubicles and fan filters will be cleaned/replaced and all the contact points will be cleaned and inspected for proper contact and any loose connections/ screws will be tightened accordingly.

Resolving of problems:

The problems which require / required stopping or powering-off of the SYSTEM and problems highlighted by our operating or maintenance staff shall be discussed and attempts to be made to resolve the same.

Re - commissioning:

After the overhaul, the system components will be assembled back and shall be re-commissioned.

Observation of system operation:

Upon completion of the work, test operations shall be carried out to confirm that the System/Product

operate normally and satisfactorily. Upon completion of shutdown maintenance, ONE YIL engineer will observe the DCS system for ONE day from the time of completion of the maintenance activities to ensure proper system operation.

Reports & Advice on Daily Maintenance:

After the completion of Shutdown Maintenance work, a comprehensive Report shall be submitted. The Report in addition to the record of the measured conditions will also include advice on control room conditions and daily maintenance work to be carried out by our maintenance staff.

3. SCOPE OF WORK FOR ROUTINE MAINTENANCE (PERIODIC) SERVICE

The Periodic maintenance service is initiated by YIL, will be carried out three times in a year. Each routine maintenance visit will be for 01 day. The schedule of these services can be drawn on mutual agreement. The details of services under Periodic Maintenance are as follows: -

CHECKING OF OPERATING CONDITIONS

YIL engineer shall discuss with our staff and ascertain the operating conditions of the system.

CONFIRMATION OF INSTALLED HARDWARE/SOFTWARE

Check of I/O loading, revision levels and type's of installed hardware.



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Check of I/O loading, revision levels and type's of installed hardware. Check of installed system software of agreement product and verification of the system software available on site.

BACK UPS

If required, the images of operator stations and control stations will be saved on CDs or memory devices as applicable

REPLACEMENT OF PARTS/SPARES

If any PCB or DCS parts are found damaged / not working and needs replacement, such parts / cards / spares are to be provided by M/s HOCL for replacing. The same shall be replaced by YIL engineer.

Replacement of Operator stations and Engineering stations with OS update, if required.

If some parts like Batteries are required to be replaced, the required actions to purchase & handover the same will be initiated by M/s HOCL & YIL engineer will replace the same.

The entire DCS system shall be covered under CAMC.

CHECKING OF GENERAL HEALTHINESS OF THE SYSTEM

Battery voltages will be checked and recorded and replacements are made from YIL stock, if required.

INVESTIGATIONS OF PROBLEMS

If YIL engineer identifies any problems during testing or problems highlighted by our staff, YIL engineer will investigate such problems and take necessary steps to resolve such problems.

REPORT

A detailed report on the jobs carried out and the observations and recommendations will be submitted after each visit.

4. SCOPE OF WORK FOR BREAKDOWN MAINTENANCE SERVICE

In the event of on-line natural breakdown of the system, upon call from our side, YIL will give remedial advice to our maintenance staff over telephone / fax / telex / e-mail. If problem is not resolved YIL shall make use of the RMS facility to log on to the DCS and rectify the problems. If still engineer's visit is required, YIL engineer will reach our site at the earliest convenience but not later than 24 hours to attend the problem and restore the system back to normalcy.

Need based emergency visits will be provided on demand during the contract period.

Emergency situation is defined as:

- Failure of the system or part of system which results in plant shutdown or tripping.
- Failure in which the operator is not able to control the plant through DCS, such as Display blanking, freezing, keyboard freezing etc
- Failure of systems internal power source.
- Failures such as Hard disk crash etc.



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If any PCB or parts are found damaged / not working and needs replacement, such parts / cards / spares are to be provided by YIL for replacing.

The list of existing hardware items and software covered under the present CAMC are to be submitted along with the bid. Also, the list of items not covered under CAMC if any shall also be submitted along with the bid.

All other terms and conditions shall be as per our enquiry and our General Conditions Contract.

PAYMENT TERMS:

Payment will be made after the completion of AMC visit at each quarter and submission of invoice and AMC reports.

SPECIAL NOTE:

1. The list of existing hardware items and software which will be covered under the CAMC is to be submitted along with the bid.
2. You are requested to submit your willingness to enter into an Integrity Pact with HOCL. Details of agreement is attached in Annexure K of tender document.
3. You are requested to submit a declaration that you are not black listed by any of the PSUs.
4. You are required to enter into a service agreement with HOCL in the prescribed format on a non-judicial stamp paper of ₹200/- in case of placement of work order.



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ANNEXURE- III

SPECIAL CONDITINOS OF CONTRACT

1. All manpower, tools, tackles, lifting tools, ropes, wire brushes, grinding machine, buffing machine, chain pulley block, wheel barrows etc. whatever required for the work are to be arranged by the contractor. A list of tools and tackles intended to be brought for the work by the contractor has to be kept along with the bid.
2. Safety Helmets, safety shoe, goggles, safety belts and other PPEs etc. for the workmen and supervisor employed for the work are to be arranged by the contractor.
3. No work to be carried out without wearing safety gadgets (PPE's), work order, confined space entry record and safety work permit by the employees of the contractor.
4. If the work is urgent, you have to deploy people on round the clock basis to complete the work on time as per the instruction of Engineer-in-Charge.
5. The entire work is to be carried out as per the standard engineering practice and subjected to stage inspection by HOCL.
6. All debris, waste etc. arising out of the job should be segregated weighed, transported and dumped into the scrap yard as per the instruction of Engineer-in-Charge at your cost. The contractor also has to abide by the guidelines for Environmental Protection.
7. HOC has every right to stop the work if the progress and quality of work is found unsatisfactory. The balance work will be carried out by HOC through another agency at the cost and risk of the first contractor.
8. Contractor has to mobilise the complete team with necessary tools and tackles **within 24 hours** from the time of intimation to start the work.
9. Either the contractor or his authorised supervisor should be available at work site throughout the work.
10. The quantity shown can vary i.e. Increase or decrease depending upon the situation. However, the rate and other terms and conditions are same throughout the pendency of the contract for which the contractor must be ready.
11. The Contractor should follow all clause in Annexure - A, B & C like ESI, Safety Regulations and General Conditions of Contract, Workmen Compensation, Personal Protective Equipments (PPE), Labour Laws, PF, Guidelines to contractors / suppliers for environmental protection & Confined Space Entry.
12. Contractor should get prior permission from the Engineer-in-Charge for bringing the material to HOC.
13. Contractor should ensure that a standby person is kept outside the man-way nozzle when the work is inside a confined space and maintain Confined space Entry Register.



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संलग्नक ANNEXURE- IV

अनुपालन/अविचलन विवरण COMPLIANCE / NO-DEVIATION STATEMENT

एतद्वारा यह कहा गया है कि हमारे द्वारा प्रस्तुत कोटेशन/प्रस्ताव जांच के खिलाफ जारी किए गए सभी दस्तावेजों के पूर्ण अनुपालन में है और यह भी पुष्टि की है कि जांच के अनुसार सभी नियमों और शर्तों से कोई विचलन नहीं है।

It is hereby stated that the quotation/offer submitted by us is in full compliance with all the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry.

निविदाकर्ता के हस्ताक्षर Signature of the Tenderer :

निविदाकर्ता का नाम Name of the Tenderer :

पता Address :

स्थान Place :

मोहर SEAL

दिनांक Date :

संलग्नक ANNEXURE – V



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अनुबंध की सामान्य शर्तों (जीसीसी) का अनुपालन
COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

एतद्वारा यह कहा गया है कि हमने अनुबंध की सामान्य शर्तों (जीसीसी) को पढ़ा और समझा है और पुष्टि की है कि हम जीसीसी के सभी नियमों और शर्तों का पालन करते हैं।

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

निविदाकर्ता के हस्ताक्षर Signature of the Tenderer :

निविदाकर्ता का नाम Name of the Tenderer :

पता Address :

स्थान Place :

मोहर SEAL

दिनांक Date :



संलग्नक क ANNEXURE – A

ईएसआई, पीएफ, श्रम कानून आदि - आवश्यकताएं ESI, PF, LABOUR LAW ETC. – REQUIREMENTS

1. ईएसआई अधिनियम 1948 के अनुसार ईएसआई ESI As per the ESI Act 1948

ठेकेदार काम के लिए तैनात अपने सभी लोगों को ईएसआई योजना में नामांकित करेगा। ईएसआई योजना के तहत सभी कामगारों के पंजीकरण का भी अनुपालन किया जाना है।

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. सुरक्षा विनियम और अनुबंध की सामान्य शर्तें Safety Regulations and General Conditions of Contract

ठेकेदार को जीसीसी में निर्दिष्ट एचओसी के सभी सुरक्षा विनियमन का कड़ाई से पालन करना चाहिए। ठेकेदार को हर दिन प्रत्येक शिफ्ट में काम शुरू करने से पहले अधिकृत अधिकारी से आवश्यक सुरक्षा कार्य परमिट प्राप्त करना चाहिए।

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. कामगार मुआवजा Workmen Compensation

कर्मकार मुआवजा अधिनियम 1923 के तहत मुआवजे के सभी दावों को पूरा करना आपकी जिम्मेदारी होगी। काम पूरा करने के लिए आपके द्वारा लगाए कामगारों को हुई बीमारी, दुर्घटनाओं से चोट या मौत के संबंध में ईएसआई या किसी अन्य कानून। कर्मचारी राज्य बीमा अधिनियम 1948 का पालन करना ठेकेदार की एकमात्र जिम्मेदारी होगी। आप अपने द्वारा किए गए ठेके कार्य के निष्पादन से या उसके दौरान उत्पन्न होने वाली संपत्ति की हानि या व्यक्तियों को हुई नुकसान के दावों के संबंध में भी जिम्मेदार और उत्तरदायी होंगे। आप एतद्वारा सहमत हैं कि आप कर्मकार मुआवजा अधिनियम और उपरोक्त सभी अन्य दावों के तहत दावों के संबंध में पूरी तरह से एचओसी को क्षतिपूर्ति रखेंगे और आप किसी भी परिस्थिति में इसके संबंध में कोई विवाद नहीं उठाएंगे।

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.



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4. व्यक्तिगत सुरक्षा उपकरण (पीपीई) *Personal Protective Equipments (PPE)*

आपसे अनुरोध है कि व्यक्तिगत सुरक्षा उपकरणों का उपयोग करें जैसे कि

You are requested to use personal protective equipment such as

1. सुरक्षा हेलमेट Safety Helmet
2. सुरक्षा बेल्ट Safety belts
3. वेल्डर के व्यक्तिगत सुरक्षा उपकरण जैसे गॉगल्स, दस्ताने, जूते और फेस शील्ड
Welder's Personal Protective equipment like goggles, gloves, shoes and face shield

COVID-19 के प्रसार को रोकने के उपाय के रूप में, निम्नलिखित पीपीई अनिवार्य रूप से आपके श्रमिकों को प्रदान करने की आवश्यकता है:

As a measure to contain the spread of COVID-19, the following PPEs are essentially required to be provide to your workers:

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1. फेस मास्क Face Mask
2. फेस शील्ड Face Shield
3. हैंड ग्लोव्स Hand Gloves

साथ ही आपके सभी श्रमिकों को सुरक्षा पर तापमान की जांच, प्रवेश द्वार पर हाथ धोना, जहां तक संभव हो शारीरिक दूरी बनाए रखना है।

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.

आप अपने श्रमिकों को कड़ाई से निर्देश देंगे कि वे सार्वजनिक स्थानों और काम के क्षेत्र में न थूकें।

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

यह ठेकेदार की मूल जिम्मेदारी है कि वह अपने सभी पर्यवेक्षकों/श्रमिकों को ऊपर उल्लिखित सभी सुरक्षा उपकरण (पीपीई) प्रदान करे।

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

और इन पीपीई के बिना ठेकेदार को कोई भी काम करने की अनुमति नहीं दी जाएगी, जिसे कृपया नोट किया जा सकता है।

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

5. श्रम कानून और भविष्य निधि *Labour Laws & Provident Fund*

आपसे अनुरोध है कि आपके पास होने के लिए You are requested to possess:



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1. अनुबंध श्रम (विनियमन और उन्मूलन) अधिनियम 1970 के तहत श्रम विभाग से एक लाइसेंस।
A License from the Labour Dept. under Contract Labour (Regulation and Abolition) Act 1970.
 2. कर्मचारी पीएफ अधिनियम - 1952 के तहत एक अलग पीएफ कोड और क्षेत्रीय पीएफ आयुक्त के साथ किए गए सीपीएफ योगदान भुगतान का विवरण भी प्रस्तुत करें।
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. **पर्यावरण संरक्षण के लिए ठेकेदारों/आपूर्तिकर्ताओं को दिशानिर्देश**
Guidelines to Contractors/Suppliers for Environmental Protection
- ठेकेदार/आपूर्तिकर्ता यह सुनिश्चित करेंगे कि वस्तुओं और सेवाओं के पर्यावरणीय पहलुओं के कारण प्रभाव न्यूनतम है।
Contractors/suppliers shall ensure that impact due to the environmental aspects of goods and services is minimum.
 - गतिविधि के दौरान उत्पन्न अपशिष्ट को प्रभारी अभियंता द्वारा दिए गए निर्देशों के अनुसार अपशिष्ट उपचार संयंत्र में भेजा जाना है।
Effluent generated during the activity is to be routed to effluent treatment plant as per the instructions given by the Engineer-in-Charge.
 - गतिविधि के दौरान उत्पन्न खतरनाक अपशिष्ट का निपटान प्रभारी अभियंता द्वारा दिए गए निर्देशों के अनुसार खतरनाक अपशिष्ट (प्रबंधन और हैंडलिंग) नियमों के अनुसार किया जाना है।
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.

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- अन्य सभी ठोस कचरे का निपटान प्रभारी अभियंता द्वारा दिए गए निर्देशों के अनुसार किया जाना है।
All other solid wastes are to be disposed as per the instructions given by the Engineer-in-Charge.
- पर्यावरण पर प्रभाव को कम करने के लिए रिसाव और स्पिल से बचें। किसी भी रिसाव / स्पिल के मामले में तुरंत प्रभारी अभियंता को उचित सुधारात्मक कार्रवाई करने के लिए सूचित करें।



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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.

- यदि संभाली गई वस्तु खतरनाक श्रेणी में आती है, तो कृपया सुनिश्चित करें कि:
If the item handled falls under hazardous category, please ensure that:
 - क. खेप के साथ एमएसडीएस /टीआरईएम कार्ड आदि सहित उत्पाद साहित्य।
a. Product literature including MSDS/TREM Card etc. accompany the consignment.
 - ख खतरनाक रसायनों के विनिर्माण, भंडारण और आयात संबंधी नियमों की आवश्यकता के अनुसार पैकिंग और लेबलिंग होंगे।
b. Packing and labeling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.

7. ख सीमित क्षेत्र प्रवेश B. Confined Space Entry

यदि एक सीमित स्थान में प्रवेश (जैसे स्तंभों में प्रवेश के अंदर, हीट एक्सचेंजर शेल, वेसल्स, फिल्टर, स्फियर, बुलेट्स, बॉयलर आदि) कार्य का एक हिस्सा है, ठेकेदार को प्रत्येक बार उद्देश्य के लिए रखे गए रजिस्टर में नाम और अन्य विवरण दर्ज करना चाहिए। सभी सुरक्षा विनियमन का पालन किया जाना चाहिए और सीमित स्थान में प्रवेश करने से पहले प्राप्त करने की अनुमति दी जानी चाहिए। इसके अलावा, सीमित स्थान से बाहर आने के बाद, कार्यकर्ता/पर्यवेक्षक को हर बार बिना किसी असफलता के प्रभारी अभियंता-को रिपोर्ट करना पड़ता है। किसी भी मामले में इस रजिस्टर में किसी भी विचलन की अनुमति नहीं दी जाएगी।

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.



संलग्नक- ख ANNEXURE - B

श्रम कानून- जांच सूची LABOUR LAWS – CHECK LIST

1. ठेका श्रम (विनियमन और उन्मूलन) अधिनियम - 1970
Contract Labour (Regulation & Abolition) Act – 1970

ठेकेदार के पास श्रम लाइसेंस होना चाहिए यदि वह किसी विशेष नौकरी के लिए एक समय में 19 से अधिक श्रमिकों को नियुक्त करता है।

Contractor should possess Labor License if he engages more than 19 workers at a time for a particular job.

2. ईएसआई अधिनियम 1948 ESI Act 1948

एक श्रमिक जिसकी मजदूरी (ओवरटाइम मजदूरी को छोड़कर) रु .21,000/- प्रति माह से अधिक नहीं है, अधिनियम के तहत कवर किया जाएगा। कृपया ध्यान दें कि श्रमिकों को निम्नलिखित प्रक्रियाओं को पूरा करने के बाद ही कारखाने के परिसर / टाउनशिप के अंदर काम करने की अनुमति दी जा सकती है:

A worker whose wages (excluding Overtime Wage) does not exceed Rs.21,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises / Township only after completing the following procedures:

क. ईएसआई के तहत पहले से पंजीकृत श्रमिकों को एक प्रति के साथ अपना ईएसआई कार्ड जमा करना चाहिए।

a. Those labourers already registered under ESI should submit their ESI card along with a copy.

बी. नए मामलों के लिए, अधिनियम के तहत पंजीकरण के लिए निम्नलिखित दस्तावेजों का प्रस्तुत किया जाना है:

b. For new cases, the following documents are to be produced for registering under the Act:

1. संबंधित कर्मचारी द्वारा विधिवत भरा गया पंजीकरण प्रपत्र।



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Registration form duly filled in by the worker concerned.

2. पहचान का प्रमाण-पता और आयु (एसएसएलसी/जन्म प्रमाण पत्र/डाइविंग लाइसेंस/पासपोर्ट, आदि)
Proof of identity – Address and Age (SSLC / Birth Certificate / Driving License / Passport, etc.)
 3. पारिवारिक फोटोग्राफ - 2 नंबर Family photograph – 2 Nos.
- सी. उन श्रमिकों के लिए जिनकी मजदूरी 21,000 / - रुपये प्रति माह से अधिक होने का दावा किया जाता है, उन्हें निम्नलिखित दस्तावेज प्रस्तुत करने चाहिए:
- c. For those workers whose wages is claimed to be more than Rs.21,000/- per month should produce the following documents:
1. अपने नियोक्ता से एक वचन पत्र कि उसका वेतन रु. 21,000/- प्रति माह से अधिक है और उसे ईएसआई अधिनियम के तहत कवर करने की आवश्यकता नहीं है।
An undertaking from his employer that his wage is more than Rs.21,000/- per month and he is not required to be covered under ESI Act is to be submitted.
 2. व्यक्तिगत दुर्घटना नीति की एक प्रति जिसमें दिखाया गया है कि कार्यकर्ता नीति के तहत कवर किया गया है।
A copy of the Personal Accident Policy showing that the worker is covered under the policy.

3. ईपीएफ और एमपी अधिनियम - 1952 The EPF & MP Act – 1952

क. संबंधित कामगार को नामांकन फार्म भरना होगा

- a. The concerned worker has to file nomination form

ख. यदि पहले से ही अधिनियम और योजना के तहत कवर किया गया है, तो संबंधित दस्तावेज प्रस्तुत किया जाना है

- b. If already covered under the Act and Scheme, the related document to be submitted.



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4. अंतरराज्यीय प्रवासी कामगार (नियोजन और सेवा की शर्तों का विनियमन) अधिनियम 1979
Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979

ठेकेदार के पास इस अधिनियम के तहत लाइसेंस होना चाहिए, यदि वह किसी भी दिन 05 या अधिक अंतरराज्यीय प्रवासी कामगारों को नियुक्त करता है।

The contractor should possess License under this Act, if he engages 05 or more interstate migrant workmen on any day.



संलग्नक- ग ANNEXURE - C

सुरक्षा, स्वास्थ्य और पर्यावरण (एसएचई) स्थितियां

SAFETY, HEALTH & ENVIRONMENT (SHE) CONDITIONS

निम्नलिखित सुरक्षा, स्वास्थ्य और पर्यावरण की स्थिति ठेकेदार पर लागू होगी जो एचओसीएल, अंबलमुगल में काम कर रहे हैं।

The following Safety, Health and Environment conditions shall apply to the Contractor those who are working at HOCL, Ambalamugal.

- प्रभावी और कुशल एसएचई प्रबंधन के लिए साइट पर योग्य और अनुभवी कर्मियों की उपलब्धता और उपयुक्तता सुनिश्चित करेगा।
Shall ensure the availability and suitability of qualified and experienced personnel at the site for effective and efficient SHE management.
- यह सुनिश्चित करेगा कि उपकरण, सामग्री, उपभोग्य वस्तुएं आवश्यकताओं के अनुरूप हैं।
Shall ensure that the equipment, materials, consumables are in conformity with the requirements.
- यह सुनिश्चित करेगा कि उपयोग किए जाने वाले सभी उपकरणों/मचान में पर्याप्त स्थिरता हो।
Shall ensure that all equipments/scaffolding used are having adequate stability.
- यह सुनिश्चित करेगा कि इसमें शामिल कर्मियों द्वारा उपयुक्त और पर्याप्त पीपीई प्रदान किए जाते हैं और पहने जाते हैं।
Shall ensure that appropriate and adequate PPEs are provided and worn by the personnel involved.
- यह सुनिश्चित करेगा कि आवश्यकतानुसार गतिविधि/खतरे के लिए उपयुक्त सुरक्षा संकेत रखे गए हैं।



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Shall ensure that safety signs are posted as appropriate to the activity/hazard as required.

- साइट से सामग्री को हटाना सुनिश्चित करेगा, जो आवश्यकताओं के अनुरूप नहीं है।
Shall ensure the removal of material from site, which do not conform to the requirements.
- यह सुनिश्चित करेगा कि गतिविधियों के कारण पर्यावरण पर कोई प्रतिकूल प्रभाव न हो ।
Shall ensure no adverse impact on environment due to activities.
- अपने कर्मचारी की गतिविधियों पर उचित करीबी पर्यवेक्षण बनाए रखेगा।
Shall maintain proper close supervision over their employee's activities.
- निष्पादित किए जा रहे कार्य की प्रकृति से संबंधित खतरों की पहचान करेगा और उन खतरों को खत्म करने / नियंत्रित करने के तरीके विकसित करेगा जहां किसी भी अवांछित घटना / दुर्घटना को रोकने के लिए आवश्यक है।
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.
- पूरे काम के दौरान श्रमिकों को शिक्षित / प्रशिक्षित करेगा और उनकी एसएचई जागरूकता में सुधार करेगा।
Shall educate/train the workers throughout the work and improve their SHE awareness.
- पर्याप्त स्वच्छता सुनिश्चित करेगा, (अर्थात स्वच्छता, धूल और धुएं से मुक्त वातावरण, उचित रोशनी, ठेकेदार द्वारा नियोजित सभी श्रमिकों को और पीने का पानी)।
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).
- यह सुनिश्चित करेगा कि नियमित जांच/निरीक्षण करके निम्नलिखित के लिए नियमित नियंत्रण हैं, लेकिन निम्नलिखित तक सीमित नहीं हैं:



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Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:

- वाहन और उपकरण Vehicles & equipments
 - टूल्स, उपकरण और लिफ्टिंग उपस्कर Tools, equipments, lifting appliances
 - सुरक्षा उपकरण Safety equipments
 - फायर संरक्षण Fire protection
-
- समय-समय पर अपने खर्च पर और जब भी आवश्यक हो अपने कार्य क्षेत्र से निर्दिष्ट क्षेत्र में सभी कूड़े/स्क्रेप/अवांछित सामग्री को साफ करेगा और हटा देगा।
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.
 - यदि कार्य से जुड़कर होने वाली सभी घटनाओं/दुर्घटनाओं की रिपोर्ट करेगा। ठेकेदार स्वामी के सुरक्षा विभाग को एक घटना / दुर्घटना रिपोर्ट तैयार करेगा और प्रस्तुत करेगा।
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.



संलग्नक-घ ANNEXURE - D

काली सूची/अवकाश सूचीकरण की घोषणा का प्रोफार्मा

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

मालिकाना संस्था के मामले में In the case of a Proprietary Concern:

मैं एतद्वारा घोषणा करता हूँ कि न तो मैं अपने व्यक्तिगत नाम पर और न ही अपनी मालिकाना संस्था के नाम पर मैसर्स _____ जो न तो संलग्न बोली/निविदा प्रस्तुत कर रहा है और न ही कोई अन्य संस्था जिसमें मैं मालिक हूँ और न ही कोई साझेदारी फर्म जिसमें मैं एक प्रबंध भागीदार के रूप में शामिल हूँ, को किसी भी सरकारी सार्वजनिक क्षेत्र की कंपनी (सीपीएसयू) या किसी भी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में रखा गया है, सिवाय इसके कि नीचे दर्शाया गया है:

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:

(यहां ब्लैकलिस्टिंग या हॉलिडे लिस्टिंग का विवरण दें, और वहां राज्य की अनुपस्थिति में "शून्य")

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

साझेदारी फर्म के मामले में In the case of a Partnership Firm:

हम एतद्वारा घोषणा करते हैं कि न तो हम, मैसर्स _____, साथ में बोली / निविदा प्रस्तुत करना और न ही उक्त फर्म के प्रबंधन में शामिल कोई भागीदार या तो उसकी व्यक्तिगत क्षमता में या किसी फर्म या संस्था के मालिक या प्रबंध भागीदार के रूप में किसी भी सरकारी सार्वजनिक क्षेत्र की कंपनी (सीपीएसयू) या किसी भी प्रशासनिक मंत्रालय द्वारा घोषित ब्लैकलिस्ट या हॉलिडे सूची में रखा गया है, सिवाय इसके कि नीचे दर्शाया गया है:

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:



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(यहां ब्लैकलिस्टिंग या हॉलिडे लिस्टिंग का विवरण दें, और वहां राज्य की अनुपस्थिति में "शून्य")

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

कंपनी के मामले में In the case of Company:

हम एतद्वारा घोषणा करते हैं कि हमें किसी भी सरकारी सार्वजनिक क्षेत्र की कंपनी (सीपीएसयू) या किसी भी प्रशासनिक मंत्रालय द्वारा घोषित किसी भी अवकाश सूची या काली सूची में नहीं रखा गया है, सिवाय इसके कि नीचे दर्शाया गया है:

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

(यहां ब्लैकलिस्टिंग या हॉलिडे लिस्टिंग का विवरण दें, और वहां राज्य की अनुपस्थिति में "शून्य")

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

यह समझा जाता है कि यदि यह घोषणा किसी विशेष रूप से झूठी पाई जाती है, तो हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड या उसके प्रशासनिक मंत्रालय को मेरी/हमारी बोली को अस्वीकार करने का अधिकार होगा, और यदि बोली के परिणामस्वरूप ठेका हुआ है, तो ठेके समाप्त होने के लिए उत्तरदायी है।

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.

स्थान PLACE:

दिनांक DATE:
BIDDER

बोलीदाता के हस्ताक्षर SIGNATURE OF THE



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संलग्नक ई ANNEXURE - E

निविदा संख्या _____ के विरुद्ध बोली लगाने के लिए अनुलग्नक

ANNEXURE TO BID AGAINST TENDER NO _____

(कृपया इस शीट को भरें और वाणिज्यिक/तकनीकी बोली में जमा करें)

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

बोलीदाता का नाम Name of Bidder:		
क्र सं Sr. No.	वाणिज्यिक खंड Commercial Clauses	बोलीदाता की पुष्टि Bidder Confirmation (कृपया अपनी पुष्टि के आगे ✓ लगाएँ Please put ✓ in front of your confirmation)
1	क्या बोलीदाता (मालिकाना संस्था/साझेदारी फर्म/कंपनी) वर्तमान में अवकाश सूची/काली सूची/डी-लिस्टेड में है या किसी सार्वजनिक क्षेत्र के उपक्रम/सरकारी संगठन में अवकाश सूची/काली सूची/डी-लिस्टेड में रखा गया है। यदि हाँ, तो विवरण दें। 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"/> हाँ, हम अवकाश सूची/काली सूची/डी-सूची में हैं Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> नहीं No
2i	क्या पार्टी सूक्ष्म/लघु/मध्यम उद्यम अधिनियम 2006 के तहत पंजीकृत है (कृपया प्रमाण प्रस्तुत करें) Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> हाँ yes <input type="checkbox"/> नहीं No
2ii	एमएसई बोलीदाता की स्थिति Status of MSE Bidder	<input type="checkbox"/> विनिर्माता Manufacturer <input type="checkbox"/> सेवाएं Services <input type="checkbox"/> लागू नहीं Not Applicable



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2iii	क्या एमएसई बोलीदाता अपने द्वारा निर्मित उत्पाद की पेशकश कर रहा है Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> हाँ Yes <input type="checkbox"/> नहीं No
3i	<p>सभी एमएसई बोलीदाता सीपीपी पोर्टल पर अपना यूएम नंबर पंजीकृत/घोषित करेंगे और इस पंजीकरण/घोषणा की प्रति प्रस्ताव के साथ संलग्न की जाएगी; ऐसा न करने पर ऐसे बोलीदाता एमएसएमई आदेश, 2012 के लिए पीपी नीति के अनुसार लाभ का आनंद नहीं ले पाएंगे।</p> <p>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.</p> <p><u>एसएसआई/एमएसएमई/एनएसआईसी/यूएम/डीआईसी पंजीकरण प्रमाणपत्र</u> <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u></p>	<input type="checkbox"/> यूएम नंबर सूचित करें Mention UAM Number <input type="checkbox"/> लागू नहीं Not Applicable
3 ii	<p>खंड संख्या 3i के विरुद्ध वैध दस्तावेज प्रस्तुत किया गया</p> <p>Submitted valid document against clause no 3i</p>	<input type="checkbox"/> प्रस्तुत Submitted <input type="checkbox"/> लागू नहीं Not Applicable
4i	<p>क्या "एमएसएमई" उद्यम का मालिक एससी/एसटी श्रेणी से है</p> <p>(कृपया सक्षम प्राधिकारी द्वारा जारी जाति प्रमाण पत्र संलग्न करें)</p> <p>Whether the proprietor of "MSME" enterprise is from SC/ST category</p> <p>(Please attach caste certificate issued by competent authority)</p>	<input type="checkbox"/> हाँ Yes <input type="checkbox"/> नहीं No
4ii	<p>क्या "एमएसएमई" उद्यम की मालिक महिला है</p> <p>(अर्थात महिला स्वामित्व, या साझेदारी/निजी लिमिटेड कंपनियों के मामले में न्यूनतम 51% शेयर धारण करना)</p> <p>Whether the proprietor of "MSME" enterprise is woman</p>	<input type="checkbox"/> हाँ Yes



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	(i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> नहीं No
4iii	खंड संख्या 4ii के विरुद्ध प्रस्तुत प्रमाण पत्र Submitted certificate against clause no 4ii	<input type="checkbox"/> प्रस्तुत Submitted <input type="checkbox"/> लागू नहीं Not Applicable
5	<p>पूछताछ के सभी नियमों और शर्तों से सहमत:</p> <p>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</p> <p>एतद्वारा यह बताया जाता है कि प्रस्तुत कोटेशन/प्रस्ताव, पूछताछ के लिए जारी किए गए दस्तावेजों के पूर्णतः अनुरूप है और यह भी पुष्टि की जाती है कि पूछताछ के अनुसार सभी नियमों व शर्तों में कोई विचलन नहीं है। पूछताछ दस्तावेजों में उल्लिखित एचओसीअल के मानक नियमों व शर्तों को अस्वीकार करने या उनसे विचलन करने पर प्रस्ताव अस्वीकृत किया जा सकता है, स्पष्टीकरण के लिए कोई पत्राचार नहीं किया जाएगा।</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"/> सहमत Agreed <input type="checkbox"/> असहमत Not Agreed
<p>दिनांक DATE: _____ हस्ताक्षर और बोलीदाता का मोहर SIGN AND STAMP OF BIDDER</p>		



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संलग्नक ANNEXURE (एफ F)

(पांच लाख से अधिक अनुमानित मूल्य के खरीद आदेश/कार्य आदेश के लिए
For Purchase Order/ Work Order with estimated value more than FIVE Lakhs)
 निविदा संख्या के खिलाफ बोली के साथ प्रस्तुत किया जाने वाला संलग्नक
ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO.....

(कृपया इस को भरें और वाणिज्यिक/तकनीकी बोली के साथ जमा करें
KINDLY FILL AND SUBMIT ALONG WITH COMMERCIAL/TECHNICAL BID)

बोलीदाता का नाम Name of the Bidder:		
क्रमांक Sr No.	वाणिज्यिक खंड Commercial Clauses	बोलीदाता की पुष्टि Bidder Confirmation (Please put ✓)
1	कृपया उल्लेख करें कि क्या आप क्लास-I/क्लास II स्थानीय आपूर्तिकर्ता हैं (कृपया नीचे दी गई परिभाषा देखें) Please mention whether you are a Class-I/Class II Local supplier. (Please see the definition given below)	क्लास Class I <input type="checkbox"/> क्लास Class II <input type="checkbox"/>
2	स्थानीय सामग्री का प्रतिशत (%) निर्दिष्ट करें Specify the percentage (%) of local content.	----- %
3	स्थान का विवरण जिस पर स्थानीय मूल्य संवर्धन किया जाता है Details of location at which the local value addition is made	
4	उल्लेख करें कि क्या प्रस्तावित उत्पाद भारत में बौद्धिक संपदा अधिकार वाले विदेशी के लाइसेंस के तहत निर्मित किया गया है और प्रौद्योगिकी सहयोग समझौता/प्रौद्योगिकी समझौते का हस्तांतरण है। 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.	हाँ Yes / नहीं No

स्थानीय सामग्री की स्व-घोषणा SELF DECLARATION OF LOCAL CONTENT

हम एतद्वारा घोषणा करते हैं कि क्रमांक 2 के सामने उल्लिखित स्थानीय सामग्री का प्रतिशत (%).....।

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

हम यह भी समझते हैं कि गलत स्व-घोषणा और लेखा परीक्षक प्रस्तुत करना सामान्य वित्तीय नियमों के नियम 175(1)(i)(h) के तहत सत्यनिष्ठा संहिता का उल्लंघन होगा, जिसके लिए बोलीदाता या उसके उत्तराधिकारियों को सामान्य वित्तीय नियमों के नियम 151(iii) के अनुसार दो साल तक के लिए प्रतिबंधित किया जा सकता है, साथ ही कानून के तहत ऐसी अन्य कार्रवाइयां भी की जा सकती हैं।



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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.

दिनांक DATE

हस्ताक्षर एवं मोहर SIGNATURE AND STAMP

परिभाषा DEFINITIONS

स्थानीय सामग्री: - भारत में मूल्य वर्धन की मात्रा (खरीदी गई वस्तु का कुल मूल्य घटा वस्तु में आयातित सामग्री का मूल्य (सभी सीमा शुल्क सहित) कुल मूल्य के अनुपात के रूप में, प्रतिशत में)।

श्रेणी I स्थानीय आपूर्तिकर्ता: - आपूर्तिकर्ता या सेवा प्रदाता जिसके माल और सेवाओं या खरीद के लिए पेश किए गए कार्यों में स्थानीय सामग्री 50% के बराबर या उससे अधिक है।

श्रेणी II स्थानीय आपूर्तिकर्ता: - आपूर्तिकर्ता या सेवा प्रदाता जिसके माल और सेवाओं या खरीद के लिए पेश किए गए कार्यों में स्थानीय सामग्री 20% से अधिक लेकिन 50% से कम है।

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 %.

क्रय वरीयता: - लागू सरकारी आदेश के अनुसार होगी।

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



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ANNEXURE – H

BID SECURITY DECLARATION

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

I/Wehereby 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 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 AND STAMP OF THE BIDDER



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HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 032
Phone: (0484) 2720911, www.hoclindia.com

INST/SPR/2026/02/Ge
M

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd. (HOCL), a company formed and registered under the Companies Act, 1956 and having its registered office at Ambalamugal PO, Ernakulam Dist., Kerala-682302 herein after referred to as "The Principal",

And

..... herein after 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.



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- 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 cartelisation 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.



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- 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 from such as to put 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



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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 Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
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



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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 Monitor 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.

10. Independent External Monitor Details:

- i. Name: Nirmal Anand Joseph Deva, IFS (Retd.)
Mob No.: 9000881570, 6304041900
Address: Flat No.201, MJR Devi Homes, House No.1-10-59/1,
Street No.2, Beside Navatha Transport, Ashok Nagar,
Near Himayath Nagar, Hyderabad, Telangana-500020
E-mail ID: meghanadeva2022@gmail.com
- ii. Name: Shri AHMAD JAVED, IPS (Retd.)
Address : 601- A, Lotus Enpar Residency,
Shankarrao Naram Road, Lower Parel,
Mumbai - 400013
Mobile No. - 9821058152
Email ID: ajtopcop@gmail.com

Section 9 - Pact Duration

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 HOCL.



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Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ambalamugal P.O., Ernakulam Dist., Kerala-682302.
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 to 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)
Place:	
Date:	
Witness 1 (Name & Address)	Witness 2: (Name & Address)



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Annexure - R

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

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder



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ANNEXURE - Z

PROFORMA OF AGREEMENT

ARTICLES OF AGREEMENT FOR THE WORK OF.....
made thisday of..... two thousand
and..... between Messrs..... hereinafter called
the “CONTRACTOR” (which term shall unless excluded by or repugnant to the context include
its successors and permitted assigns) of the one part and Hindustan Organic Chemicals Limited,
a Company in-corporated under the Companies Act 1956 and having its registered Office at
*Hindustan Organic Chemicals Ltd, Ambalamugal, Kochi, Kerala (HOCL) hereinafter called
“OWNER” (which term shall unless excluded by or repugnant to the context include its
successors and permitted assigned) of the other part.

Whereas

A. Owner being desirous of having provided and executed WORK mentioned, enumerated or referred to in the Tender Document including Notice Inviting Tender / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, specifications, Drawings, Plans, Time Schedule Letter of acceptance of Tender, Agreed Variations, other documents as called for Tender.

B. CONTRACTOR has inspected SITE and surroundings of WORK specified in the Tender Document and satisfied himself by careful examination before submitting his Tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of SITE and local conditions the quantities nature and magnitude of WORK, availability of labour and materials necessary for the execution of WORK, the means of access to SITE, the supply of power and water there to and the accommodation he may require and has made local and independent enquires an obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of work, to be carried out under CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters, incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Tender.

C. The Notice Inviting Tender / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule, Letter of Acceptance of Tender and any statement of Agreed Variations with its enclosures, copies of which are hereto annexed and included in the expression “CONTRACT” wherever herein used:

And Whereas



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OWNER accepted the Tender of CONTRACTOR for the provision and the execution of WORK at the rates stated in the Schedule of Rates and finally approved by OWNER upon the terms and subject to the conditions of CONTRACT.

Now This Agreement Witnesseth and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete WORK and shall do and perform all other acts and things in CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for completion of WORK and at the said times and in the manner and subject to the terms and conditions of stipulations "mentioned in CONTRACT.
2. In consideration of the due provision, execution and completion of WORK, OWNER does hereby agree with CONTRACTOR that OWNER will pay to CONTRACTOR the respective amounts for the Work 'actually done by him and approved by OWNER at the Scheduled Rates and such other sum payable to CONTRACTOR under provision of CONTRACT such payment to be made at such time and in such manner as provided for in CONTRACT.

And

3. In consideration of the due provision, execution and completion of WORK, ONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered OWNER to CONTRACTOR such as power supply, water supply and others as set for in CONTRACT and such other sums as may become payable to OWNER towards the controlled items of consumable materials or towards loss, damage to the OWNER'S equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in CONTRACT.

It is specially and distinctly understood and agreed between OWNER and CONTRACTOR that CONTRACTOR shall have no right, title or interest in the SITE made available by OWNER for execution of WORK or in the building structures or Work executed on SITE by CONTRACTOR or in the goods, articles, materials, etc brought on SITE (unless the same specifically belongs to CONTRACTOR) and CONTRACTOR shall not have or deemed to have, any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of SITE or structures and OWNER shall have an absolute and unfettered right to take full possession of the SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to CONTRACTOR and lying on SITE.

CONTRACTOR shall be allowed to enter upon SITE for execution of WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in SITE or the structures erected



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thereon and OWNER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose earth, rock, etc. dug up or excavated from SITE shall unless otherwise expressly agreed under this CONTRACT, exclusively belong to OWNER and CONTRACTOR shall have no right to claim over the same and such excavations and materials should be disposed of on account of OWNER according to the instructions in writing issued from time to time by the Engineer-In-Charge. In Witness where of the Parties have executed these presents on the day and year first above written

Signed and delivered for and on behalf of

OWNER

M/s. HINDUSTAN ORGANIC CHEMICALS LIMITED
AMBALAMUGAL, KERALA INDIA – 682302

Signed and delivered for and behalf of

CONTRACTOR

.....
.....

DATE:

DATE:

PLACE:

PLACE:

In presence of two witnesses

1.
.....
.....

2.
.....
.....

1.
.....
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2.
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.....