



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

### **E- TENDER NOTICE**

HOCL Invites e-Bids under the two-bid system for the following work:

Sl. No.	Description of Item and Tender No.
1	<b>CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE.</b> <b>HOCL Tender Ref : PAD/2022/009</b>

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

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

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

Due Date & Time for Bid Submission: **06.10.2022**, 14:00:00 Hours.

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

N.V.RAVIDEV  
GENERAL MANAGER (P&A)



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

**E- TENDER NOTICE**

PAD/2022/009

Date: 14.09.2022

M/s.

Dear Sir,

Hindustan Organic Chemicals Limited is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for **CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE**. HOCL has entered into an agreement with M/s. NIC for e-procurement through their portal [www.eprocure.gov.in](http://www.eprocure.gov.in). You may please get registered as a vendor with NIC for participating in this tender.

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

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

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

Thanking you,

Yours Faithfully,  
For Hindustan Organic Chemicals Limited (CIN: L99999MH1960GOIO11895),

N.V.RAVIDEV  
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/2022/009**

**CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE.**

**SCOPE OF WORK**

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

**DETAILS OF INTERMITTENT JOBS TO BE CARRIED OUT**

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

**DEPARTMENTS**

**NATURE OF WORK & INTERVAL**

**PERSONNEL & ADMINISTRATION DEPARTMENT**

1. Making of garden , Planting trees, watering, manuring , removing shrubs and weeds from lawn, cutting trees, cleaning the administration block , Training Centre , Specified areas.

INTERVAL - INTERMITTENT

2. Keeping surroundings of building neat and clean.

INTERVAL - TWICE IN A MONTH

3. Making tea/snacks/supplying Conference Hall, Offices in Admn. building, other miscellaneous jobs-taking projector/TV from P&A to Training Centre as and when required etc. Arranging Banner minimum 6 times in an year.

INTERVAL - INTERMITTENT

4. Cleaning of surrounding area of canteen

INTERVAL - ONCE IN A WEEK

5. Cleaning and clearing of drainage and waste pits near canteen.

INTERVAL - Twice in a week.

**PRODUCTION DEPARTMENT**

- TF/UF and MEA sump water pumping
- Hydrocarbon collection from API Oil Separator, RE Sump etc.
- Sludge transfer Lagoon to Sand filter and collection of dry sludge from sand filter.
- Acid transfer to DM plant (manually) as and when required from Synthesis section.
- Removing and recharging resins, activated carbon from SAC, SBA Mixed bed and ACF vessels.
- Addition of fresh Hot Oil surge drum.
- Transfer of Hot Oil drained from the plant to surge drum.
- Shifting filled hot oil drums (Hot oil drained from reboilers of different sections) to hot oil section.
- 2 MBF draining in drums, shifting the drums, loading the 2 MBF materials to TK.6519.
- Pumping out water from DNET and Fractionation sump using air pumps.
- Draining the material (hot oil & Hydrocarbon) in drums from the reboilers.
- Shifting the drums (full) from various sample point area.

- Shifting Hydrocarbon drums/leaky Phenol drums/and lab sample drums to Frac. Sump for reprocessing.
- E A Q addition
- SC 150 addition
- Removal of sample drums from the H2O2 plant and unload the same to day-tank.
- Shifting, unloading of KOH drums for electrolyte preparation.
- Cleaning of Plant floorings.
- During rainy season, Shifting Lime bags and spread lime in plant floors to avoid slippery.
- Hydrocarbon draining from Cumene Reactor Filters.

#### MECHANICAL DEPARTMENT

##### Maintenance Workshop

1. Lubrication oil filling in CPP - Engines every day when the engine is running.
2. Cleaning of mechanical parts of machinery.
3. Cleaning of oil spillage at work areas in plant/workshop.
4. Segregation of tools and tackles at workshop.
5. Segregation of scrap materials.
6. Handling of fresh lube oils/grease drums.
7. Collecting of waste lube oils.
8. Collecting/returning of spares/materials from stores.
9. Shifting of materials/tools & Tackles to and from various plants for site works.

##### Central Workshop

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

#### UTILITIES DEPARTMENT

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

#### ELECTRICAL DEPARTMENT

##### I. PHENOL PLANT AREA

Heavy tools handling/Ladder shifting for lighting work etc. 5 days/month

Materials shifting from stores 3 days/month

Motors and equipment cleaning, heavy motor hood lifting, overhauling/maintenance 5 days/month

Helper to Technicians 8 days/month

Battery room cleaning 2 days/month

Cable room cleaning 2 days/month

##### II. AUXILIARY SUBSTATION AREA

Ladder shifting work 3 days/month

Cleaning bushes of plants in Auxiliary Substation yard & MCC room/cable room cleaning etc. 2 days/month

As a helper to technician since no general workman is available for this area. 20 days/month

##### III. CPP AREA

Cleaning of engine, trenches, drains, etc. 4 days/month

Sludge removal, filling in drum & removing to tank 15 days/month

Helper to technician 3 days/month

Shifting of scraps battery/starter/dynamo/tools/meters/ladder etc. 4 days/month

Cleaning of cable gallery/battery room 2 days/month

Helper to technician for preventive 5 days/month

Maintenance of transformer & Heavy equipment cleaning of substation yard & removal of bushes 3 days/month

#### IV. H2O2 / UTILITY SUBSTATION

Cleaning of cable gallery at H2O2S/S, Utility S/S MCC 5 days/month

Cleaning of transformer yard 2 days/month

Cleaning of battery room at H2O2S/S 14 days/month

Shifting of ladder for street light maintenance 2 days/month

Shifting of transformer oil while carrying out oil filtration 2 days/month

Shifting of scrap batteries when changing the batteries 2 days/month

Cleaning site after preventive maintenance comprising of Maintenance of motors, Bearing changing while breakdown/maintenance, Lighting maintenance, Motor overhauling /removal of motors, Cleaning of MCC/PCC/UPS/battery charger 11 days/month

#### INSTRUMENTATION DEPARTMENT

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

#### SAFETY DEPARTMENT

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

#### MATERIALS DEPARTMENT

##### FPS

1. Washing of HDPE Carbouys with DM water prior to filing with Hydrogen Peroxide.
2. Filling of finished products - Phenol, Acetone and Hydrogen peroxide in drums/carbouys.
3. Loading of drums and carbouys filled with finished products into trucks.
4. House keeping in the tank farm and drum/carbouy filling stations.
5. Sealing of road tankers filled with finished products.

##### STORES

1. Shifting of materials between various stores/shifting after inspection etc. 3 days in a month
2. Painting small racks. 7 days in a year
3. Greasing of nuts, qty of items to be purchased etc. 3 times a year
4. Removal of dust from storage location once in 2 months
5. Winding of cables once in a year
6. Loading and unloading of cargo in the absence of evictees association. Once in a month

##### CIVIL

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

### **General instructions for Online Bid Submission**

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

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

#### **REGISTRATION**

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

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.  
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- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

### **SUBMISSION OF BIDS**

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

### **ASSISTANCE TO BIDDERS**

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

### **Contract Person (HOCL)**

1. **Mr.N.V.RAVIDEV,**  
**DGM(P&A), HOCL, AMBALAMUGAL.**  
**0484 2727325**
2. **Mr.BIJU.C.J**  
**Asst. Manager, HOCL, Mob: 0484 2727294**



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

Tender No: PAD/2022/009

CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS  
NATURE.

GENERAL TERMS AND CONDITIONS

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

**PREQUALIFICATION CRITERIA**

- a. Average annual financial turnover of the bidder during the last 03 years ending 31st March of the previous financial year should be at least **Rs.22.73Laks.** (Documentary proof should be attached along with the Technical Bid).
- b. The bidder shall have successful completion experience of similar works in industrial establishments during last 7 years in deploying unskilled labourers for casual jobs of miscellaneous nature. The bidder should have an experience in executing similar works having minimum value of **Rs.5.05** Lakhs **per month.** (Documentary proof should be attached along with the Technical Bid).
- c. Details of EMD & Details of Tender Fee.
- d. Details of PAN No:
- e. Labour License No. (if any)
- f. Details of GST.

**Earnest Money Deposit**

Quotation shall accompany an EMD of **Rs. 38,000/- and tender fee of Rs. 2240/-** paid by crossed DD/Bankers Cheque/Cash only of Central Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ambalamedu branch of SBI (A/c. No: 33580607136, IFS Code: CBIN 0284515). Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.

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

- a. If after opening of the tender, the tenderer revokes his tender or increase his quoted rates.
  - b. If the tenderer does not commence the work after awarding the contract.
- No interest on EMD will be paid.
  - EMD of the successful tenderer will be adjusted against the security deposit.
  - EMD of unsuccessful bidders shall be refunded after finalization of the contract and no interest shall be payable.

The Earnest Money Deposit shall be forfeited if: -

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

Cost of Tender Documents: The cost of tender documents Rs.2240/- (non-refundable) shall be paid by crossed DD/ Bankers Cheque only of Central Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at Ambalamedu branch of SBI (A/c. No: 33580607136, IFS Code: CBIN 0284515). Details of bank transfer should be indicated/ copy to be uploaded in your technical offer. Parties who are not interested in quoting against enquiry may kindly send back the hard copy of the documents to us.

#### Rates

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

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

#### Security Deposit

- Total security deposit shall be 3% of total contract value.
- 1% of order value of contract referred as Initial Security Deposit shall be furnished within 21 days after notification of the award of work.
- Balance 2% shall be recovered through deductions at the rate of 3% of the value of each running account bill till the total 3% security deposit amount is collected.

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

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

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

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

#### Period of Contract

The period of the contract shall be one year from the date of issue of Work Order.

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

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

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

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

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

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

#### Contract Preference

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

#### Defect Liability Period

AS PER GCC

#### AGREEMENT

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

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

#### OTHER TERMS AND CONDITIONS

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

#### CONDITIONS OF CONTRACT

1. The supervision of the workers engaged and ensuring the quantum of work to be completed in time will be the sole responsibility of the contractor.
2. The unskilled worker both male and female should be provided with necessary tools like spade, pick axe, baskets, sickle, etc. for carrying out incidental job of urgent and casual in nature in different departments of HOC whenever required. Worker above the age of 58 years should not be engaged for the above work.
3. Labours must wear PPEs, Face Mask, Glove or any other such PPEs.
4. The attached Declaration form- Annexure V is to be filled, signed and to be submitted along with the Commercial Bid.
5. The daily requirements of workers will be given one day in advance. The contractor or his authorized representatives should contact concerned officer every working day evening to ascertain the requirements for the next day.
6. The contract shall be read in conjunction with HOCL General Conditions of Contract and Special Conditions of Contract or any other documents forming part of this Contract. All clause of General Conditions of Contract shall be applicable to this contract.
7. The quoted rates will be valid for a period of 1 year from date of issue of work order without any escalation whatsoever.

8. The number of workers engaged should be certified daily by the authorized representative of the company and you shall issue token to each and every worker engaged by you. Contractor should ensure that the workers are carrying their token during the working hours without failure and show the same at the time of entry/exit at the factory gate.
9. Contractor shall issue photo identity cards to each and every worker engaged by you and should ensure that the workers are wearing their identity cards during the working hours without failure.
10. The contractor shall ensure that the workers engaged by him should follow the instructions given by the HOC Management/Security.
11. This contract can be terminated by giving one month notice on either side.
12. The contractor shall strictly follow the rules and regulations under Contract Labour (Regulation and Abolition) Act 1970 and Kerala Contract Labour Regulations and Abolition Rules 1972 within seven days from the date of signing the agreement. If you fail to produce license within seven days from the date of acceptance of work order, the same work order may be cancelled and awarded to any other parties. Your earnest money in such eventuality will be forfeited.
13. The rate offered by you are inclusive of all taxes, duties, if applicable and also contributions to be made under legislation like ESI, PF etc. The rate is also inclusive of all benefits like leave, holiday payment, compensation, bonus, Sunday wages, medical, etc. and also any other benefits to the worker under contract labour (Regulations and Abolition) Act-1970 or any other labour legislation or rules made there under or any settlement applicable to the worker from time to time.
14. All the persons engaged by you should cover under CPF scheme. It is the responsibility of the contractor to see that the contribution under PF Scheme is made every month for the workers engaged by you. In case of your failure to remit the contribution under PF Act, the amount will be recovered from you by deducting the same from your bill.
15. The contractor will have to abide by the provisions of other Central and State Government Act and Rules as applicable from time to time and shall extend facilities to your workers as will be applicable under Rules.
16. The contractor shall take all safety precautions as prescribed under Factories Act 1948 and also the Safety rules prescribed by the company while engaging your workers on any work and provide safety appliances to your workers at your own cost (Safety Helmet, Safety belts, Welder's Personal Protective equipment like goggles, gloves, shoes and face shield, etc) if found not wearing safety appliances, contract will be terminated.
17. OVER TIME: Overtime will be paid to workers who are engaged beyond 8 Hrs per day or worked on Sundays/holidays, at the rate of double the normal rate per hour. For this, normal rate per hour will be arrived by dividing the per day rate by 8 hrs. Normal working hours shall be from 8.00 a.m. to 05.00 p.m. with one hour lunch break.
18. The payment towards the bills will be made within 15 days from the date of submission of the bills supported with the relevant documents. Bills should be submitted once in a month. Records of daily engagement of workers and payment made to them should be submitted along with the monthly bill at the P&A office of the company for verification.

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

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

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

**21. INTEGRITY PACT :**

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

**Independent External Monitor under Integrity Pact**

Sri. Rajnisha Kumar Vaish IAS (Retd.)

Plot No.10,Greenwoods, Government Officer Welfare Society Phase II,

Sector Omega 1, Pocket P2, Greater Noida ,

Dist. Gautam Budh Nagar, UP - 201 310

Email id: rajnishakumar@gmail.com

**IMPORTANT**

**DUE DATE & TIME:** Due date for submission of tender is (Closing date) 06.10.2022 at 02.00 pm.

**OPENING OF BIDS:** The Technical Bids will be opened on 07.10.2022 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.

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

.....

**HINDUSTAN ORGANIC CHEMICALS LIMITED**

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

Tender No: PAD/2022/009

**CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE.**

**TECHNICAL BID (FORM - A)**

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

**PRO-FORMA-TECHNICAL BID**

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

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

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

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

Financial Year: Turnover:

2019-20 ₹

2021-21

2021-22 ₹

3. Details of EMD enclosed:

DD No.. ..... .Dated ..... .Amounting to ₹..... . Name of  
the Bank : .....

4. Details of Tender Fee enclosed:

DD No.. ..... .Dated ..... .Amounting to ₹..... . Name of  
the Bank : .....

5. PAN No: .....

6. GST No.....

7. Annexure A (Labour Laws requirements) signed and sealed is attached.

8. Annexure B (Labour Laws Check List) signed and sealed is attached

9. Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached

10. Annexure D (Proforma of Declaration of Blacklisting / Holiday Listing ) duly filled, signed and sealed is attached.

11. Annexure E(Bidder Information)

12. Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.

13. Annexure G ( Bid Security Declaration).

14. Annexure H (Format of Integrity Pact) signed and sealed is attached.

15. Annexure I (Undertaking) signed and sealed is attached.

16. Annexure J (Declaration of Compliance of Order)

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

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob . No.

Email:

Place :

Date :

**ANNEXURE- V**

**COMPLIANCE / NO-DEVIATION STATEMENT**

**NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR  
CASUAL JOBS OF MISCELLANEOUS NATURE 2022-23**

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place : SEAL

Date :



**COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)**

**Tender No: PAD/2022/009**

**NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE 2022-23**

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob No :

Mail ID :

Place : SEAL

Date :

**ANNEXURE- VII**

**CHECK LIST**

**NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE 2022-23**

**1. EMD - NOT APPLICABLE TO MSME / SSI Units /PSUs**

**Details of EMD enclosed: (YES/NO).**

DD No. \_\_\_\_\_ Dated \_\_\_\_\_ Amounting to \_\_\_\_\_

Name of the Bank : \_\_\_\_\_

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place :

Date :

**ANNEXURE – A**

**ESI, PF, LABOUR LAW ETC. – REQUIREMENTS**

1. ESI As per the ESI Act 1948

The Contractor shall enroll all his men deployed for the work in the ESI scheme. Registration for all workmen under ESI scheme is also to be complied with.

## 2. Safety Regulations and General Conditions of Contract

The Contractor should be strictly abide all the safety regulation of HOC specified in GCC. Contractor should obtain necessary safety work permit from authorised officer before starting the work every day, in every shift.

## 3. Workmen Compensation

It will be your responsibility to meet all claims for compensation under workmen's Compensation Act 1923. ESI or under any other law in respect of sickness, accidents injury or death suffered by workmen engaged by you for carrying out the work. It shall be the sole responsibility of the contractor to comply with Employee's State Insurance Act 1948. You will also be responsible and liable in respect of claims for damage to property or persons arising from or in the course of execution of the contract work undertaken by you. You hereby agree that you shall keep HOC fully indemnified in respect of claims under the Workmen Compensation Act and all other claims aforesaid and you shall not under any circumstances raise any dispute with regard to the same.

## 4. Personal Protective Equipments (PPE)

You are requested to use personal protective equipment such as

1. Safety Helmet
2. Safety belts
3. Welder's Personal Protective equipment like goggles, gloves, shoes and face shield

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

1. Face Mask
2. Face Shield
3. Hand Gloves

Also all your workers are to be subjected to temperature screening at Security, hand wash at the entrance, maintain physical distancing as far as possible.

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

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

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

## 5. Labour Laws & Provident Fund

You are requested to possess:

1. A License from the Labour Dept. under Contract Labour (Regulation and Abolition) Act 1970.
2. A separate PF Code under the Employee PF Act – 1952 and also furnish details of CPF Contribution payment made with the Regional PF Commissioner.

## 6. Guidelines to Contractors/Suppliers for Environmental Protection

- Contractors/suppliers shall ensure that impact due to the environmental aspects of goods and services is minimum.
  - Effluent generated during the activity is to be routed to effluent treatment plant as per the instructions given by the Engineer-in-Charge.
  - Hazardous waste generated during the activity is to be disposed in accordance with Hazardous Waste (Management & Handling) Rules as per the instructions given by the Engineer-in-Charge.
  - All other solid wastes are to be disposed as per the instructions given by the Engineer-in-Charge.
  - Avoid leaks and spills to minimise the impact on environment. In the case of any leaks/spills immediately inform Engineer-in-Charge to take appropriate corrective action.
  - If the item handled falls under hazardous category, please ensure that:
    - a. Product literature including MSDS/TREM Card etc. accompany the consignment.
    - b. Packing and labeling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.
7. B. Confined Space Entry

If entry into a confined space (like inside entry to columns, heat exchanger shells, vessels, filters, spheres, bullets, boilers etc.) is a part of the work, contractor should register the name and other details in the register kept for the purpose each time. All safety regulation has to be adhered and permit to be obtained before entering into a confined space. Also after coming out from the confined space, the worker/supervisor has to report to the Engineer-in-Charge each time without fail. Any deviation in this register will not be permitted in any case.

## **ANNEXURE - B**

## LABOUR LAWS – CHECK LIST

### **1. Contract Labour (Regulation & Abolition) Act – 1970**

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

### **2. ESI Act 1948**

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

- a. Those labourers already registered under ESI should submit their ESI card along with a copy.
- b. For new cases, the following documents are to be produced for registering under the Act:
  1. Registration form duly filled in by the worker concerned.
  2. Proof of identity – Address and Age (SSLC / Birth Certificate / Driving License / Passport, etc.)
  3. Family photograph – 2 Nos.
- c. For those workers whose wages is claimed to be more than `21,000/- per month should produce the following documents:
  1. An undertaking from his employer that his wage is more than `21,000/- per month and he is not required to be covered under ESI Act is to be submitted.
  2. A copy of the Personal Accident Policy showing that the worker is covered under the policy.

### **3. The EPF & MP Act – 1952**

- a. The concerned worker has to file nomination form
- b. If already covered under the Act and Scheme, the related document to be submitted.

### **4. Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979**

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

## **SAFETY, HEALTH & ENVIRONMENT (SHE) CONDITIONS**

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

- Shall ensure the availability and suitability of qualified and experienced personnel at the site for effective and efficient SHE management.
- Shall ensure that the equipment, materials, consumables are in conformity with the requirements.
- Shall ensure that all equipments/scaffolding used are having adequate stability.
- Shall ensure that appropriate and adequate PPEs are provided and worn by the personnel involved.
- Shall ensure that safety signs are posted as appropriate to the activity/hazard as required.
- Shall ensure the removal of material from site, which do not conform to the requirements.
- Shall ensure no adverse impact on environment due to activities.
- Shall maintain proper close supervision over their employee's activities.
- Shall identify the hazards related to their nature of work being executed and develop methods to eliminate/control those hazards where required to prevent any unwanted incidents/accident.
- Shall educate/train the workers throughout the work and improve their SHE awareness.
- Shall ensure adequate hygiene, (i.e. cleanliness, environment free from dust and fume, proper lighting and drinking water to all worker employed by the contractor).
- Shall ensure regular controls are in place for the following by doing regular checks/inspections but not limited to the following:
  - Vehicles & equipments
  - Tools, equipments, lifting appliances
  - Safety equipments
  - Fire protection
- Shall at his own expenses from time to time and whenever required clear away and remove all rubbish/scrap/unwanted materials from its work area to designated area.
- Shall report all incidents/accidents occurring if any connected with the job. The Contractor shall prepare and submit an incident/accident report to OWNER's Safety Department.

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

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

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

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

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

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

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

**In the case of Company:**

We hereby declare that we have not been placed on any holiday list or black list declared by any Government Pubic Sector Company (CPSU) or any of the administrative ministries, except as indicated below: (Here give particulars of blacklisting or holiday listing, and in absence there of state "NIL")

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

PLACE:

DATE:

SIGNATURE OF THE BIDDER

- report to OWNER's Safety Department.

.....

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

Name of Bidder: .....
-----------------------

SL. No.	Commercial Clauses	Bidder Confirmation (Please put V in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization.  If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List  <input type="checkbox"/> No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> Micro <input type="checkbox"/> Medium  <input type="checkbox"/> Small <input type="checkbox"/> No
2-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes  <input type="checkbox"/> No
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012.  <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number  <input type="checkbox"/> Not Applicable
3-ii	Submitted valid document against clause no 3i	<input type="checkbox"/> Submitted  <input type="checkbox"/> Not Applicable
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes  <input type="checkbox"/> No
4ii	Whether the proprietor of "MSME" enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4iil	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed  <input type="checkbox"/> Not Agreed
DATE:SIGN AND STAMP OF BIDDER		

**ANNEXURE - F**



**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 AND services or works offered for procurement has local content equal to or more than 50%.

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

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

DATE:

SIGNATURE AND STAMP

.....

**ANNEXURE-G**

**BID SECURITY DECLARATION**

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER

No. \_\_\_\_\_

I/We.....hereby

declare that:

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

NAME AND ADDRESS OF THE BIDDER.

PLACE:

DATE :

SIGNATURE & STAMP OF THE BIDDER

**INTEGRITY PACT:** Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-VIII. This document is essential and binding. In case a bidder does not sign & submit the Integrity Pact along with bid documents, his bid shall be liable for rejection

**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 4th Floor, V Times square, Sector-15, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter 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.
  - 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.
  - 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**

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 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: Rajnisha Kumar Vaish, IAS (Retd.)  
Mob No.: 9013807422  
Address: Plot No.10, Greenwoods Govt. Officers Welfare Society Phase II,  
Sector Omega 1, Pocket P2, Greater Noida,  
Dist. Gautam Budh Nagar, U.P.-201310  
Email ID: [rainishakumar@gmail.com](mailto:rainishakumar@gmail.com)
- ii. Name: Arun Kumar Gupta  
Mob No.:9833880764  
Address: E-68B, Nandanvan CHS.  
Sector 17, Nerul,  
Navi Mumbai, Maharashtra, Pin-400706  
E-mail ID: [guptaarung55@rediffmail.com](mailto:guptaarung55@rediffmail.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.

**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. 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 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)

**Annexure I**

*(Undertaking to be prepared on the Letter Head of the vendor, to be signed, sealed and to be attached in the Technical Bid )*

**To**

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

**SUB: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS  
OF MISCELLANEOUS NATURE 2022-23**

Ref: Tender ref. No. PAD/2022/009

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for **CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE 2022-23** , HOCL, Ambalamugal. We further affirm that we have understood all the terms of Supply of Unskilled contract in HOCL including the wages payable to the workers there. We also understand that the workers engaged in the Unskilled are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the I workers based on the above settlement. We are confident that all the above requirements can be met with the rates quoted by us and our rates are workable. In case the work is awarded to us at the rates quoted by us, we undertake to satisfactorily execute and complete the work for the entire period of contract.

Thanking you,  
Yours faithfully,  
For

Sd/-

(Name)

Place:  
Date:  
(Seal)

**Annexure - J**

**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