



HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

AMBALAMUGAL, Ernakulam District, PIN – 682 302.

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

E- TENDER NOTICE

CIV10224/2024

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

Sl. No.	Description of Item and Tender No.
1	<u>HIRING OF MECHANICAL EXCAVATOR (JCB), TIPPER AND PUMPSET 2024-2025</u> HOCL Tender Ref: CIV10224/2024

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

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

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

EMD - EMD of Rs.9,500/- to be submitted along with the bid (upload a copy of the DD/Bankers cheque/thro' NEFT and also sent the original through post to the contact persons referred below)

The details of the tender are as shown in INDEX enclosed.

For and on behalf of HINDUSTAN ORGANIC CHEMICALS LIMITED

(GSTN: 32AAACH2663P1ZG)

(CIN: I99999MN1960GOI011895)

AJIT M. DIVAKARAN

CHIEF ENGINEER (MECHANICAL/UTY/CIVIL)



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(A Government of India Enterprise)
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HIRING OF MECHANICAL EXCAVATOR (JCB), TIPPER AND PUMPSET 2024-2025

CIV10224/2024

M/s.

Dear Sir,

Hindustan Organic Chemicals Limited is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for **HIRING OF MECHANICAL EXCAVATOR (JCB), TIPPER AND PUMPSET 2024-2025**.

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

Tender documents are uploaded in HOCL website www.hoclkochi.com & <https://eprocure.gov.in/eprocure/app>

Index of documents enclosed is attached herewith. You are requested to kindly go through all the documents in detail before preparing/submitting your tender.

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

Thanking you,

Yours Faithfully,
For Hindustan Organic Chemicals Limited,

AJIT M. DIVAKARAN
CHIEF ENGINEER (MECHANICAL/UTY/CIVIL)

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This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the E-Tender

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the

time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Contact Person (Clarifications on online submission)

Mr. Midhun Babu
Assistant Manager (Systems) - HOCL
Mob: 8921387812, 8547196394

HOCL Work Co-ordinator

Mr. Muhammed Suhail T.Y
Senior Civil Engineer
Mob:7736887236
Office:0484 2727208

This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the E-Tender

ANNEXURE-II

GENERAL TERMS AND CONDITIONS OF THE TENDER

The Tenderers shall submit the following without which the tender will be rejected.

1. Complete set of Tender Document duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender Document.
2. 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.
3. Organization chart giving details of field management at SITE, the tenderer proposes to have for this WORK including bio-data of the Site-in Charge and key personnel.
4. The bidder should have well qualified workforce in adequate numbers for handling various stages of the work. The staff/workers details are to be furnished.
5. The bidder should have adequate number of equipments/tools/tackles/scaffolding pipe/clamps/staging materials in sound condition for the execution of the work within the stipulated time. The equipment details should be furnished.
6. Details of current commitments of Tenderer.
7. Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (No Deviation Statement)
8. A tentative programme for the execution and completion of work within the time specified.
9. **In the case of MSME, necessary certificate (self attested) shall be submitted.**
10. Any other technical information the Tenderer likes to furnish.

EARNEST MONEY DEPOSIT

EMD of **Rs.9,500/-** shall be paid through demand draft Bankers Cheque/thro' NEFT favouring Hindustan Organic Chemicals Ltd payable at Ernakulam/Kochi. Details of DD should be indicated in your technical offer. In the absence of EMD with Techno Commercial bid, the Price Bid submitted is liable to be rejected.

Signed and stamped "Bid Security Declaration" shall be submitted as Annexure 'H' along with the technical bid which is enclosed.

Bank Details - **State Bank of India, Mumbai**
 - **A/c No. 37881840330**
 - **IFSC - SBIN0006070**

Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.

RATES

Rates quoted shall be inclusive of all taxes, duties, octroi and other levies etc. GST, in case applicable shall be paid extra. The bidder should have GST registration with Central Excise Department.

PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

The performance security shall be 10% of the total value of the contract. It shall be furnished within 21 days after notification of award of work and shall be released after the defect liability period.

The above maybe furnished in the form of account payee Demand Draft/ Bank Guarantee issued from any commercial bank in India/ on online payment in an acceptable form.

SECURITY DEPOSIT

- Total security deposit shall be 5% of total contract value. This shall be recovered through deductions at the rate of 5% (Five percent) of the value of each running account bill till the total security deposit amount is collected, after which no further deductions shall be made on this account.
- Security Deposit shall be refunded not later than 60 days to the contractor without any interest after the completion of contract in all respects and completion of all such obligations under the contract.

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 **TWELVE MONTHS** from the date of intimation to start the work.

TIME OF COMPLETION

Time of completion shall be **ONE DAY** from the date of intimation to start the work.

VALIDITY OF THE TENDER

The tender shall be kept valid for acceptance for a period of 90 days from the date of tender opening.

A Tenderer shall not be entitled during the said period of 90 days without the consent in writing of the company to revoke or cancel his tender or to vary the tendered rate or any terms thereof.

PRICE

The Contract will be awarded on fixed all-inclusive price unless otherwise specified. All rates in the tender shall cover applicable taxes, levies and duties. However applicable GST will be paid by HOCL subject to the successful tenderer having GST registration with Central Excise.

The price shall be quoted both in figures and words. In case a tenderer has quoted two different prices in words and figures the lower of the two will be considered valid and binding on the tenderer.

PAYMENT TERMS

Payment will be made within 15 days for running account bills and within 30 days for final bill after submission of bill, on recommendations of the Engineer in charge based on the quantities executed and after making deductions as provided in the work order.

CONTRACT PREFERENCE

EMD of unsuccessful bidders will be returned on finalization of the orders. PSUs and Vendors registered with NSIC/MSME/SSI Units need not submit EMD, but have to submit valid NSIC registration/exemption certificate along with the Techno-commercial bid. In the event of order being finalised on vendor registered with NSIC, the vendors have to pay Security Deposit payable for the satisfactory performance of the contract.

DEFECT LIABILITY PERIOD

The contractor shall guarantee the entire work for a period of 12 months from the date of completion of work.

ARBITRATION OF DISPUTES

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 and failing that, such disputes, difference, questions or claims shall be referred for resolution through arbitration to the India International Arbitration Centre or a Sole Arbitrator to be appointed by the Chairman-cum-Managing Director of HOCL and 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.

OTHER TERMS AND CONDITIONS

All other Terms and Conditions will be as per our General Conditions of Contract, as published in our website and special condition of contract. The GCC and Special conditions of contract can also be referred in our office during office hours in all working days.

GENERAL CONDITIONS OF CONTRACT (GCC) OF HOCL

The General Conditions of Contract of the company is applicable to, and forms part of the contract.

The General Conditions of Contract of HOCL is available in the office of The Chief General Manager (HR) of HOCL, Ambalamugal or can be downloaded from our Web site www.hoclkochi.com.

RIGHT TO ISSUE ADDENDUM

The company reserves the right to issue any addendum to the tender document to clarify/amend/supplement and/ or delete any of the conditions, clauses or terms stated in the tender documents. Each addendum issued shall be distributed to the tenderer or his authorized representative and each such addendum shall become part of the tender documents.

DUE DATE & TIME

Due date for submission of tender is (Closing date) **17.09.2024** at **02.00 PM**.

OPENING OF BIDS

The Bids will be opened on **18.09.2024** at **02:00 PM** electronically.

PRE-BID MEETING

Not applicable.

SUBMISSION OF BIDS:

Refer Annexure I.

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 blue coloured (unprotected) cells with their respective financial quotes and other details** Refer Instructions to Bidder for Online Bid Submission. **(such as name of the bidder)**. No other cells should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

RIGHT TO REJECT A BID:

HOCL reserves the right to reject any bid due to reasons such as:-

- (a) Vendor not following above bidding procedures
- (b) Vendor not being technically acceptable to HOCL
- (c) Not enclosing EMD with the techno commercial bid or EMD paid being lesser than the stipulated amount
- (d) Vendor not agreeing with the general conditions of the tender.
- (e) Not enclosing any particular documents asked for
- (f) Any other valid reasons.

SIGNING & 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.

AGREEMENT

Nil

INTEGRITY PACT

Nil

ENCLOSURE

- ANNEXURE A - ESI, PF, Labour Law Etc. – Requirements
- ANNEXURE B - Labour Laws – Check List
- ANNEXURE C - Safety, Health & Environment (She) Conditions
- ANNEXURE D - Proforma Of Declaration Of Black Listing/Holiday Listing
- ANNEXURE E – MSE Details
- ANNEXURE H – Bid Security declaration
- ANNEXURE L – Bid Security declaration
- ANNEXURE Q – Bank Guarantee (for EMD/ Security deposit)
- ANNEXURE R - Declaration of compliance of order
- ANNEXURE S – Instruction to the contractor for use of vehicles
- ANNEXURE W – Form of declaration along with submission of tender

This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the E-Tender

ANNEXURE - III

HIRING OF MECHANICAL EXCAVATOR (JCB), TIPPER AND PUMPSET 2024-2025**Tender Ref. No: CIV10224/2024****SCOPE OF WORK**

1. The contractor should complete the work as per schedule of work.
2. All tools, tackles, required for the work should be brought by the contractor at his cost.
3. The contractor shall arrange mechanical excavator, tipper and pump set (upto 15 HP) in good working condition with necessary operators as per our requirement on emergency basis for doing earthwork excavation, pumping, loading and unloading of earth in tippers etc.
4. HOCL will provide electricity at the nearest available point. The contractor shall ensure the required connection cables, starter for motor etc. for fulfilling the performance of motor.
5. The contractor shall arrange labour and all equipments in short notice as the work involves emergency nature.
6. Necessary hoses with suitable diameters for pumping water shall be arranged by the contractor at his risk and cost. The contractor shall ensure sufficient length for the suction and discharge line of the pump.
7. Making/ raising earthen bunds, levelling and clearing of sites etc. shall be done as per the direction of the Engineer in charge.
8. a). The quantities given in the schedule are only estimated and tentative and may vary on either side, but the rates quoted shall remain firm without any of escalation on any account during the entire contract period. No claims on account of increase or decrease of quantities under certain items and or over all work will be entertained.
b). The exact value of contract shall be subject to variations depending upon the actual quantities of work executed at site measured jointly accepted and paid for at the end of the contract.
9. **Before quoting for the work, the contractor should visit the site and understood the scope of work. Any clarification in this regard should be got cleared from the Engineer-in-charge.**

SCOPE OF SUPPLY**MATERIALS****a. Contractor's Scope**

All materials required for the work shall be brought by the contractor.

b. HOCL's Scope

Nil

TOOLS & TACKLES**a. Contractor's Scope**

All tools, tackles, machineries required for the work will be arranged by the contractor.

b. HOCL's Scope

Nil.

This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the E-Tender

ANNEXURE - IV

Name of Work : HIRING OF MECHANICAL EXCAVATOR (JCB), TIPPER AND PUMPSET 2024-2025

Tender Ref. No : CIV10224/2024

SPECIAL CONDITIONS of CONTRACT

1. Safety Helmets, safety shoes, goggles, safety belts and other PPEs etc. for the workmen and supervisor employed for the work are to be arranged by the contractor.
2. No work to be carried out without wearing safety gadgets (PPE's), confined space entry record and safety work permit by the employees of the contractor.
3. As a measure to contain the spread of COVID-19, the following PPEs are essentially required to be provide to your workers:
 1. Face Mask
 2. Face Shield
 3. Gloves
4. 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.
5. You shall strictly instruct your workers not to spit in the public places and area of work.
6. The entire work is to be carried out as per the standard engineering practice and subjected to stage inspection by HOC/3rd party inspection agency.
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 mobilize the complete team with necessary tools and tackles within reasonable period from the time of intimation to start the work.
9. Either the contractor or his authorized supervisor shall be available at work site throughout the work.
10. Appropriate insurance shall be arranged by the contractor for the coverage of the liability to the people employed by them, arising out of any accident occurring during the execution of the work.
11. The Contractor shall follow all clause in Annexure – A, B & C like ESI, Safety Regulations and General Conditions of Contract, Workmen Compensation, Personal Protective Equipments (PPE), Labor Laws, PF, Guidelines to contractors / suppliers for environmental protection & Confined Space Entry
12. Contractor shall get prior permission from the Engineer-in-Charge for bringing the material to the company.

This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the E-Tender

ANNEXURE - V

Name of Work : **HIRING OF MECHANICAL EXCAVATOR (JCB), TIPPER AND PUMPSET 2024-2025**

Tender Ref. No: **CIV10224/2024**

COMPLIANCE / NO-DEVIATION STATEMENT

Tender ID:

It is hereby stated that the quotation/offer submitted by us 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.

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place: SEAL

Date:

This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the E-Tender

ANNEXURE - VI**Name of Work : HIRING OF MECHANICAL EXCAVATOR (JCB), TIPPER AND PUMPSET 2024-2025****Tender Ref. No: CIV10224/2024****CHECK LIST****PRO-FORMA-TECHNICAL BID**

1. Documents substantiating prequalification criteria as per **Annexure - II** submitted **(YES/NO)**.
2. General Terms and Conditions, Scope of Work **(Annexure II, III, IV, V, VI, A, B & C)** (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. Bid security Declaration **(Annexure H)** - duly filled, signed and stamped, scanned and uploaded. **(YES/NO)**
6. Declaration on code of integrity for public procurement **(Annexure L)** - duly filled, signed and stamped, scanned and uploaded (YES/NO).
7. Bank Guarantee (for EMD/ Security deposit) **(Annexure Q)**- duly filled, signed and stamped, scanned and uploaded. **(YES/NO)**
8. Declaration of compliance of order **(Annexure R)** - duly filled, signed and stamped, scanned and uploaded (YES/NO).
9. Instruction to the contractor for use of vehicles **(Annexure S)** - duly filled, signed and stamped, scanned and uploaded (YES/NO).
10. Form of declaration along with submission of tender **(Annexure W)** - duly filled, signed and stamped, scanned and uploaded (YES/NO).
11. Equipment/tools list is uploaded (YES/NO).
- 12. Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (Deviation Statement)**

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place :

Date :

This Document to be Signed and Stamped by Bidder on All Pages and Submitted along with the E-Tender

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. 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 `15,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises / Township only after completing the following procedures:

- a. Those labourers already registered under ESI should submit their ESI card along with a copy.
- b. For new cases, the following documents are to be produced for registering under the Act:
 1. Registration form duly filled in by the worker concerned.
 2. Proof of identity – Address and Age (SSLC / Birth Certificate / Driving License / Passport, etc.)
 3. Family photograph – 2 Nos.
- c. For those workers whose wages is claimed to be more than `15,000/- per month should produce the following documents:
 1. An undertaking from his employer that his wage is more than `15,000/- per month and he is not required to be covered under ESI Act is to be submitted.
 2. A copy of the Personal Accident Policy showing that the worker is covered under the policy.

3. The EPF & MP Act – 1952

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

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

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

ANNEXURE - C

SAFETY, HEALTH & ENVIRONMENT (SHE) CONDITIONS

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

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

ANNEXURE - D

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of Company:

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

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

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

PLACE:

DATE:

SIGNATURE OF THE BIDDER

अनुबंध “ क”

इएसआई,पीएफ श्रम कानून आदि - अपेक्षाएं

1.इएसआई अधिनियम 1948 के अनुसार इ एस आई

ठेकेदार काम के लिए तैनात अपने सभी कामगारों को इएसआई योजना के तहत नामित करेगा ।
इएसआई योजना के अधीन सभी कामगारों के लिए पंजीकरण का अनुपालन किया जाना है॥

2.संविदा की सुरक्षा विनियम और सामान्य शर्तें

ठेकेदार संविदा के सामान्य शर्तों में निर्धारित एचओसी के सभी सुरक्षा विनियमों का संख्ती से पालन करेगा । ठेकेदार को प्रतिदिन प्रतिशिफ्ट में काम शुरू करने के पहले प्राधिकृत अधिकारी से आवश्यक सुरक्षा कार्य परमिट प्राप्त करना चाहिए ।

3. कामगार क्षतिपूर्ति

कर्मचारी क्षतिपूर्ति अधिनियम 1923 के तहत क्षतिपूर्ति के लिए सभी दावों का वहन करना आपका दायित्व होगा । कार्य करने के लिए आपके द्वारा तैनात कामगार बीमारी,दुर्घटना,चोट या मृत्यु से पीड़ित होने में इ एस आई या अन्य किसी नियम के अधीन दायित्व आपका रहेगा । कर्मचारी राज्य बीमा अधिनियम 1948 का अनुपालन करना ठेकेदार का पूर्ण दायित्व होगा। आपके द्वारा लिए गए संविदा कार्य के निष्पादन के दौरान होनेवाले संपत्ति या व्यक्तियों के नुकसान हेतु दावे के लिए आप उत्तरदायी और ज़िम्मेदार रहेगा । आप एतद्वारा सहमत हैं कि आप कामगार क्षतिपूर्ति अधिनियम और उपर्युक्त अन्य सभी दावों के तहत एच ओ सी को पूर्ण रूप से मुक्त करेंगे और आप इस संबंध में किसी भी परिस्थिति में कोई तर्क नहीं उठाएगा ।

4.निजी सुरक्षा उपकरणों (पी पी ई)

आप से अनुरोध है कि निम्नलिखित निजी सुरक्षा उपकरणों का उपयोग करें

- 1.सेफ्टी हेलमेट
- 2.सेफ्टी बेल्ट
- 3.वेलडरों की निजी सुरक्षा उपकरणों जैसे गोगलस ,ग्लौस ,शूप्स एण्ड फेस शील्ड
4. गोगलस और फेस शील्ड

यह ठेकेदार का मूल दायित्व है कि वे अपने सभी पर्यवेक्षकों/कामगारों को ऊपर कहे गए सभी सुरक्षा उपकरणों (पी पी ई) प्रदान करें ।

यह भी कृपया नोट करें कि इन सुरक्षा उपकरणों के बिना ठेकेदार को कोई काम करने की अनुमति नहीं दी जाएगी ।

5.श्रम कानून एवं भविष्य निधि

आपसे अनुरोध है कि आपके साथ -

- 1.श्रम विभाग से संविदा श्रम (विनियम एवं उन्मूलन) अधिनियम 1970 के तहत एक लाइसेंस।
- 2.कर्मचारी भविष्यनिधि अधिनियम 1952 के अधीन एक अलग पी एफ कोड हो और क्षेत्रीय भविष्य निधि आयुक्त के साथ किए गए सीपीएफ अंशदान के भुगतान संबंधी विवरण भी प्रस्तुत करें ।

6 पर्यावरण संरक्षण के लिए ठेकेदारों/आपूर्तिकर्ताओं को दिशा - निर्देश :

* ठेकेदार/आपूर्तिकर्ता यह सुनिश्चित करें कि सामग्रियों और सेवाओं की वजह से पर्यावरण पहलुओं पर प्रभाव न्यूनतम हो ।

* इस गतिविधि के दौरान सृजित एफ्लुवेन्ट को इंजीनियर प्रभावी द्वारा दिए गए अनुदेशों के अनुसार एफ्लुवेन्ट ट्रीटमेंट प्लांट से छोड़ दें।

* इस गतिविधि के दौरान सृजित जोखिम अवशिष्ट निपटान को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार जोखिम अवशिष्ट (प्रबंधन एवं उपयोग) नियमानुसार करना है ।

* अन्य सभी ठोस अवशिष्टों को प्रभारी इंजीनियर द्वारा दिए गए अनुदेशों के अनुसार निपटाना है ।

* पर्यावरण पर प्रभाव कम करने के लिए लीक एवं स्पिल से बचे । यदि कोई लीक / स्पिल हो तो सुधार कार्य करने के लिए प्रभारी इंजीनियर को तत्काल सूचित करें ।

* यदि उपयोगित मद जोखिम वर्ग में आता है तो यह सुनिश्चित करें कि :-

क) एम एस डी एस / ट्रेम कार्ड आदि सहित उत्पाद संबंधी विवरण सामग्री के साथ होना चाहिए ।

ख) जोखिम रसायन नियमावली के निर्माण, भंडार एवं निर्यात की अपेक्षा के अनुसार पैकिंग और लेबलिंग होना चाहिए ।

7. सीमित क्षेत्र प्रवेश

यदि काम के संबंध में सीमित क्षेत्र (जैसे कॉलम्स, हीट एक्सचेंजर, शेलस, वेसलस, फिल्टर्स, स्पीरिस, बुलेट्स, बोइलर आदि) में प्रवेश करना है तो ठेकेदार को इस उद्देश्य के लिए रखे गए रजिस्टर पर नाम और अन्य विवरण प्रत्येक समय दर्ज करना चाहिए । सीमित क्षेत्र में प्रवेश करने के पहले सभी सुरक्षा विनियमों का पालन करना है और परमिट प्राप्त करना है । सीमित क्षेत्र से बाहर आते समय कामगार/ पर्यवेक्षक को प्रत्येक समय प्रभारी इंजीनियर को अवश्य रिपोर्ट करना है । किसी भी मामले में इस रजिस्टर से किसी प्रकार की विचलन की अनुमति नहीं दी जाएगी ।

अनुबंध - 'ख'

विषय : श्रम कानून - जॉच सूची

1.संविदा श्रम (विनियम और उन्मूलन) अधिनियम -1970

प्रत्येक काम के लिए एक ही समय 19 से अधिक मजदूरों को लगाते समय ठेकेदार को श्रम लाइसेंस प्राप्त करना चाहिए ।

2.कर्मचारी राज्य बीमा अधिनियम 1948

कामगार जिनका वेतन(समयोपरि भत्ता छोड़कर) प्रतिमाह 15000/-से अधिक न हो, इस अधिनियम के तहत आता है । कृपया ध्यान दें कि निम्नलिखित कार्यकलाप पूरा करने के बाद ही फैक्टरी परिसर/टाऊनशिप में कामगारों को काम करने की अनुमति दिया जाएगा ।

क) इ एस आई के अधीन पहले ही पंजीकृत मजदूरों को इ एस आई कार्ड और उसकी एक प्रति प्रस्तुत करना चाहिए ।

ख) नए मामले में, इस अधिनियम के अधीन पंजीकृत करने के लिए निम्नलिखित दस्तावेजें प्रस्तुत करना चाहिए ।

1.संबंधित कामगार द्वारा यथाविधि भरे हुए पंजीकृत प्रपत्र ।

2.पहचान के लिए प्रमाण -पता एवं आयु (एस एस एल सी,जन्म प्रमाण पत्र,ड्राइविंग लाइसेंस,पासपोर्ट आदि ।

3.परिवार के दो फोटो -

ग) ऐसे कामगार जिनका वेतन प्रतिमाह 15000/ से अधिक दावा दे रहे हैं, निम्नलिखित दस्तावेजें प्रस्तुत करनी चाहिए ।

1.उनके नियोक्ता से यह वचनबंध प्रस्तुत करना है कि प्रतिमाह उनका वेतन रू.15000/ से अधिक है और उन्हें इ एस आई अधिनियम के तहत शामिल करने की आवश्यकता नहीं है ।

2. निजी दुर्घटना पॉलिसी की एक प्रति इसमें यह दर्शाता है कि कामगार इस पॉलिसी की सुरक्षा हैं ।

3. इ पी एफ और एम पी अधिनियम 1952

क) संबंधित कामगार को नामांकन प्रपत्र फाईल करना है ।

ख).यदि प्रस्तुत अधिनियम और योजना के तहत पहले ही नामित हो,तो संबंधित दस्तावेज प्रस्तुत करें ।

4.अन्तर राज्य प्रवासी कामगार (रोजगार और सेवा शर्तों के विनियम) अधिनियम 1979

यदि ठेकेदार किसी भी दिन 05 या उससे अधिक अन्तर राज्य प्रवासी कामगार को काम के लिए लगाते हो तब उन्हें प्रस्तुत अधिनियम के तहत लाइसेंस प्राप्त करना चाहिए ।

सुरक्षा, स्वास्थ्य एवं पर्यावरण (एस एच ई) की शर्तें

एस ओ सी एल, अंबलमुगल में काम करने वाले ठेकेदारों के लिए निम्नलिखित सुरक्षा, स्वास्थ्य एवं पर्यावरण शर्तें लागू होंगे।

1. सुरक्षा, स्वास्थ्य एवं पर्यावरण के प्रभावी एवं दक्ष प्रबंधन के लिए कार्यस्थल में योग्य एवं अनुभवी व्यक्तियों की उपलब्धता एवं उपयुक्तता सुनिश्चित करेंगे।
2. आवश्यकताओं के अनुरूप उपकरण, सामग्री और उपभोज्य सुनिश्चित करेंगे।
3. उपयोग किए जाने वाले सभी उपकरण / पाइ की सामग्रियों को पर्याप्त मजबूती / टिकाऊपन सुनिश्चित करेंगे।
4. यह सुनिश्चित करेंगे कि उचित एवं पर्याप्त पी पी ई प्रदान किए जाएंगे और संबंधित व्यक्तियों द्वारा पहने जाएंगे।
5. आवश्यकतानुसार कार्यकलाप/ जोखिम के उपयुक्त सुरक्षा चिहनों को लगाना सुनिश्चित करेंगे।
6. कार्यस्थल से ऐसे सामग्री जो आवश्यकता के अनुरूप नहीं हो, को हटाया जाना सुनिश्चित करेंगे।
7. यह सुनिश्चित करेंगे कि कार्यकलाप के कारण पर्यावरण में कोई प्रतिकूल प्रभाव न हो।
8. अपने कर्मचारियों की गतिविधियों पर उचित एवं सूक्ष्म पर्यवेक्षण सुनिश्चित करेंगे।
9. कार्यान्वित किए जा रहे कार्य की प्रकृति संबंधी दुर्घटनाओं का पहचान करेंगे और जहां अपेक्षित हो किसी प्रकार की घटनाओं / दुर्घटनाओं को रोकने के लिए ऐसी दुर्घटनाओं को दूर करने / नियंत्रित करने के उपाय विकसित करेंगे।
10. कर्मचारियों को कार्य के दौरान पर शिक्षित / प्रशिक्षित करना सुनिश्चित करेंगे और उनके एस एच ई जागरूकता में सुधार लाना भी सुनिश्चित करेंगे।
11. पर्याप्त स्वास्थ्य की व्यवस्था सुनिश्चित करेंगे (यानि सफाई, धूल एवं धूआं मुक्त पर्यावरण, उचित प्रकाश की व्यवस्था और ठेकेदार द्वारा काम के लिए नियुक्त सभी कर्मचारियों को पेय जल)
12. नियमित जांच / निरीक्षण करके निम्नलिखित के लिए नियमित नियंत्रण सुनिश्चित करेंगे लेकिन केवल निम्नलिखित के लिए सीमित नहीं करेंगे।
 - * वाहनों एवं उपकरणों
 - * टूल्स, उपकरण, लिफ्टिंग उपकरणों
 - * सुरक्षा उपकरणों
 - * आग संरक्षण
13. समय – समय पर और जब कभी आवश्यक हो, अपने व्यय पर कार्य स्थल से निर्दिष्ट क्षेत्र की ओर सभी कूड़े/ रद्दी/अनुपयोगी सामग्रियाँ निकाल देंगे और हटा देंगे।
14. प्रदत्त कार्य के संबंध में घटित होनेवाली सभी घटनाओं / दुर्घटनाओं यदि कोई हो तो, रिपोर्ट करेंगे। ठेकेदार घटना / दुर्घटना रिपोर्ट तैयार करके मालिक (ऑनेर्स) सेफ्टी विभाग में प्रस्तुत करेंगे।

अनुबंध डी
काली सूची/अवकाश सूची की घोषणा संबंधी पत्र

स्वामित्व प्रतिष्ठान के संबंध में :-

मैं एतद्वारा घोषणा करता/ करती हूँ कि न तो मैं अपने नाम पर या मेरे स्वामित्व प्रतिष्ठान सर्वश्री के नाम पर जिसने संलग्न बोली /निविदा प्रस्तुत न कर रहे हैं या मेरे स्वामित्व में या किसी अन्य साझेदार कंपनी जिसमें मैं प्रबंध भागीदार के रूप में हो, वे नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं। (यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

साझेदार कंपनी के संबंध में

हम एतद्वारा घोषित करते /करती हैं कि न तो हम, सर्वश्री ने प्रस्तुत बोली/निविदा प्रस्तुत करता है या कंपनी से शामिल किसी भागीदार न उनके वैयक्तिक क्षमता या स्वामित्व के रूप में या किसी कंपनी/ कारोबार के प्रबंधन भागीदार के रूप में नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं। (यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

कंपनी के संबंध में

हम एतद्वारा घोषित करते/ करती हैं कि हमें नीचे सूचित को छोड़कर किसी केंद्रीय सरकारी सार्वजनिक कंपनी (सीपीएसयू) या किसी प्रशासनिक मंत्रालय द्वारा घोषित काली सूची या अवकाश सूची में न पड़े हैं। (यहाँ काली सूची या अवकाश सूची का विवरण दें , और उसके अभाव में शून्य सूचित करें)

यह समझता हूँ कि यदि इस घोषणा के किसी भी विवरण गलत हो जाने पर हिंदुस्तान ओर्गेनिक केमिकल्स लिमिटेड या इसके प्रशासनिक मंत्रालय को मेरा/हमारा बोली अस्वीकार करने का अधिकार है और यदि बोली ठेके के रूप में हो जाने पर , प्रस्तुत ठेका समाप्त करने का अधिकार है।

स्थान:

बोलीदाता का हस्ताक्षर :

तिथि:

यदि हिन्दी और अंग्रेज़ी पाठ में भिन्नता हो तो, अंग्रेज़ी पाठ प्रबल होगा।

In case of variation between Hindi and English version, English version will prevail

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

Name of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put 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
2	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
ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	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
ii	Submitted valid document against clause no 3 (i)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
4	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
ii	Whether the proprietor of "MSME" enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
iii	Submitted certificate against clause no 4 (ii)	<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
<div style="display: flex; justify-content: space-between; align-items: flex-end; padding-top: 20px;"> <div>DATE:</div> <div>SIGN AND STAMP OF BIDDER</div> </div>		

ANNEXURE – H

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 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

ANNEXURE – L

DECLARATION ON CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (COIPP)

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

- i. “Corrupt practice” : making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. “Fraudulent practice” : any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii. “Anti-competitive practice” : any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of HOCL that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non competitive levels;
- iv. “Coercive practice” : harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. “Conflict of interest” : participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from HOCL with an intent to gain unfair advantage in the procurement process or for personal gain;
and
- vi. “Obstructive practice” : materially impede HOCL’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and / or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

I, further declare that:

- i. I shall be obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract and failure to do so would amount to violation of this code of integrity;
and
- ii. I, in any previous transgressions of such a code of integrity with any entity in any country during the last three years or I have been debarred by any other procuring entity. Failure to disclose, would amount to violation of this code of integrity;

Yours faithfully,

Signature and Stamp of bidder :

Name of the Bidder :

Place :

Date :

ANNEXURE – Q
BANK GUARANTEE (FOR EMD / SECURITY DEPOSIT)

Bank Guarantee No.
Bank Guarantee issue date
Bank Guarantee amount
Bank Guarantee Period from
To,
Hindustan Organic Chemicals Limited
401,402 and 403,
4th Floor, V Time square,
Plot No: 3, Sector 15, CBD Belapur,
NAVI MUMBAI – 400614

In consideration of Hindustan Organic Chemicals Limited having its registered office at 401,402 and 403, 4th Floor, V Time square, Plot No: 3, Sector 15, CBD Belapur, NAVI MUMBAI - 400614 (hereinafter referred to as HOCL, which expression shall include all its successors, administrators, executors and assigns) having issued an advertisement for open tender Enquiry No. _____ dated _____ for _____.
_____ (Name of the Party) having its Registered Office at (Full address of the party) (hereinafter referred to as _____, which expression shall include all its successors, administrators, executors and assigns) against the submission of the Bank Guarantee of Rs. _____/- (Rupees _____ only) for Earnest Money deposit / Security Deposit (strike out whichever is not applicable).

We _____ (Name of the Bank and Full Address) having its Registered Office at _____ (Full Bank Address) (hereinafter referred to as The Bank which expression shall include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay HOCL immediately on first demand in writing and any / all money(s) to the extent of Rs. _____ /- (Rupees _____ only), without any demur, reservation, contest or protest and / or without any reference to the _____ (Name of the party). Any such demand made by HOCL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, arbitrator, sole expert, conciliator or any other authority and / or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by HOCL in writing but not later than _____. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Customer and shall remain valid, binding and operative during its currency against the Bank against any outstanding bill remaining unpaid or towards loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Customer of any of the terms or conditions agreed between them.

The Bank also agrees that HOCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the _____ (Name of the Party) and notwithstanding any security or other guarantee that HOCL may have in relation to the _____ (Name of the party) liabilities.

The Bank further agrees that HOCL shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said supply or to extend time of performance by the said _____ (Name of the Party) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in HOCL against the _____ (Name of the Party) and to forebear or enforce any of the terms and conditions relating to the said supply and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said _____ (Name of the Party) or for any forbearance, act or omission on the part of HOCL or any indulgence by HOCL to the said _____ (Name of the Party) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

The Bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the finalization of the tender enquiry No. _____ dated _____ all dues of HOCL under or by virtue of this supply have been fully paid any its claim satisfied or discharged or till HOCL discharges this Guarantee in writing, or till _____ whichever is earlier. However, HOCL shall have the right to lodge claim up to 6 months from expiry of validity date of Bank Guarantee.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of Customer any or that of HOCL.

The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts at Mumbai, India.

Not with standing anything contained hereinabove, our liability under this guarantee is limited to Rs. _____ /- (Rupees _____ only) and our guarantee shall remain in force up to _____ unless notice of demand to enforce a claim under this guarantee is served upon us on or before _____. All your rights under the above guarantee shall be forfeited and we shall be relieved and discharges from all liabilities from all liabilities there under.

We, _____ (Name of the Bank and Full address), hereby undertake not to revoke this guarantee during its currency except with the previous consent of HOCL in writing.

Not with standing anything contained here above.

1. Our liability under this bank guarantee shall not exceed Rs. _____ /- (Rupees _____ only).

2. This bank guarantee shall be valid up to _____. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.

Place:

Date:

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

ANNEXURE - S

INSTRUCTIONS TO THE CONTRACTORS FOR USE OF VEHICLES

INSTRUCTIONS TO THE CONTRACTORS FOR USE OF VEHICLES, LIFTING MACHINES, LIFTING TOOLS & TACKLES, EARTH MOVING EQUIPMENT AND ENGINE OPERATED EQUIPMENT

1. Lifting machines, chains ropes and lifting tackles

Contractor shall possess valid certificates, for lifting machines, chains blocks, ropes, slings, Dshackles, belts and other lifting tools & tackles used for working inside HOCL, Ambalamugal.

2. Insurance for special type vehicles

Contractor shall possess valid certificates, for vehicles which are used for working inside HOCL, Ambalamugal.

3. Driving License

The Driver / Operator shall possess relevant valid certificates, for vehicles which are used for working inside HOCL, Ambalamugal.

4. Certificate of Fitness

Contractor shall possess valid certificates, for transport vehicles which are used for working inside HOCL, Ambalamugal.

5. Vehicle Entry Permit

Vehicle entry permit shall be taken for use of Mobile equipment inside plant area.

6. Spark Arrestor

Spark arrestor shall be provided for all vehicles / engine operated equipment which are used for working inside plant area.

NOTE:

1. The vehicle / mobile equipment brought inside HOCL premises shall be maximum 10 years from the date of registration.

2. Spark ignited equipment (including petrol driven engines) are not permitted inside PESO Licensed area.

Please note that Mobile Lifting Machines like Mobile cranes, Fork lift, Manlift, Dozers and Excavator shall be allowed to work inside the Factory Premises only after verifying the following:

I. For Mobile Cranes

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

- a. RTO license for operating crane available

- b. Record of eye examination / re-examination carried out as per Kerala factories Rules 1957
- c. Availability of load chart inside operator cabin in such a way that operator can read and understand load chart.
- d. Condition of hook and latch.
- e. Condition of wire ropes / slings.
- f. Condition of over hoist limit switch (Anti two blocks) and overload alarm.
- g. SWL marked on all hooks.
- h. Tyre condition.
- i. Third party inspection certificate of crane and lifting tools and equipment.
- j. Condition of Horn & Reverse horn.
- k. Condition in hydraulic cylinders and outriggers.
- l. Guards in moving and rotating parts.
- m. Availability of Safe Load indicator (SLI) in operator cabin.

II. For Fork Lift

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

- a. RTO License for operating Excavator.
- b. Condition of Fork.
- c. Condition in hydraulic cylinders for any leakage.
- d. Tyre condition.
- e. Condition of Horn & Reverse horn.
- f. Condition of overhead guard.

III. For Man Lift

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

- a. RTO license for operating crane available
- b. Record of eye examination / re-examination carried out as per Kerala factories Rules 1957
- c. Condition of Platform and guard rails.
- d. Condition of main boom and tip boom.
- e. Tyre condition.
- f. Third party inspection certificate of crane and lifting tools and equipment
- g. Condition of Horn & Reverse horn.
- n. Condition in hydraulic cylinders and outriggers.

IV. For Excavator / Dozer

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

- a. RTO License for operating Excavator.
- b. Condition of Loader bucket.
- c. Condition of Boom.
- d. Hydraulic oil level.
- e. Condition in hydraulic cylinders for any leakage.
- f. Tyre condition.
- g. Condition of Horn & Reverse horn.
- h. Condition of backhoe pins and bushings.
- i. Condition of swing tower.

ANNEXURE – W
FORM OF DECLARATION ALONG WITH SUBMISSION OF TENDER

From

To

HINDUSTAN ORGANIC CHEMICALS LTD
Ambalamugal

1. I/We hereby declare that, for execution WORK of _____ as per Tender / NIT / RFQ No. _____, Date: _____, I / We have read, understood and agree to the scope of work, time schedule for completion of work. Period of contract, General Conditions of Contract, Special Conditions of Contract, Payment Terms, Specifications for materials and workmanship, Drawings, and other Documents and papers, all as detailed in the Tender Documents at the Schedule of Rates / Amount quoted by me / us for the above WORK in accordance with the above Tender / NIT / RFQ.
2. It has been explained to me / us that the time stipulated for completion of WORK in all respects and indifferent stages mentioned in the 'Time Schedule' of completion of WORK and signed and accepted by me / us is the essence of the CONTRACT. I / We agree that in case of failure on my / our part, to strictly observe the Time of Completion mentioned for WORK or any of them and to the final completion of WORK in all respects according to the Schedule set out in the said 'Time Schedule' of completion of WORK, and I / We agree fully to the recovery being made as specified (including Liquidated Damages clause) in the above Tender / NIT / RFQ.
3. I / We agree to pay the Earnest Money and Security Deposit and accept all the Terms and Conditions laid down in the Tender / NIT / RFQ in this respect.
4. In the case of acceptance of this tender, I / We hereby agree to abide by and full fill all Terms and Conditions of above Tender / NIT / RFQ and in default thereof, to forfeit and pay to HOCL such sums of money as are stipulated In Condition contained In General Tender Notice and Tender Documents.
5. If, I / We fail to commence the WORK specified in the Tender / NIT / RFQ, or I / We fail to deposit the amount of Security Deposit specified In Tender / NIT / RFQ, I / We agree that HOCL without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said Earnest Money shall be retained by HOCL towards the Security Deposit specified in the Tender / NIT / RFQ. HOCL shall be at liberty to cancel the Tender / NIT / RFQ, if I / We fail to deposit the Security Amount as aforesaid or to execute an Agreement or to start WORK as stipulated In the Tender / NIT / RFQ Document.

Dated this _____ day of _____ 20____

Signature of tenderer(s) with seal of the firm