



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

**OPEN E- TENDER NOTICE**

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

Sl. No.	Description of Item and Tender No.
1	<b>SECURITY ARRANGEMENTS IN FACTORY</b> <b>NIC Tender ID : 2020_HOCL_551474_1</b> <b>HOCL Tender Ref : PAD/2020/003</b>

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

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

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

For and on behalf of Hindustan Organic Chemicals Limited  
(GSTN:32AAACH2663P1ZG),(CIN:i99999MN1960GOI011895)

D.SINDHU  
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

PAD/2020/003

Date: 10.03.2020

M/s.

Dear Sir,

Hindustan Organic Chemicals Limited is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for **SECURITY ARRANGEMENTS IN FACTORY** 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](http://www.hoclkochi.com) and <https://eprocure.gov.in/eprocure/app>**

**Index of documents enclosed is attached herewith. You are requested to kindly go through the (i) Scope of Work (ii) ) General Instruction to bidders for online bid submission (iii)General Conditions of Contract (iv) Technical Bid(Form A) 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),

D.SINDHU  
General Manager (P&A)

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**SECURITY ARRANGEMENTS IN FACTORY**

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

**Tender No: PAD/2020/003**

**NIC Tender ID : 2020\_HOCL\_551474\_1**

**SECURITY ARRANGEMENTS IN FACTORY**

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

**SCOPE OF WORK**

- a. Contractor shall be responsible during the period of the contract, to protect, the plant, machinery, equipment, materials and assets of HOCL in its unit at Ambalamugal, and also to check the incoming and outgoing vehicles, employees, staff, officers and visitors, reception and guiding of visitors supervising of unloading and loading of materials, intermediaries and finished goods, internal investigation of thefts, pilferages etc. as and when occur, to provide protection to the VIPs and executives of HOCL at the time of trouble and turmoil, operate the yard/street/factory lighting systems, supervision of time punch clocks, escorting of cash vehicles during transportation, maintaining security registers and all ancillary or incidental works for better effective and tight security system and to comply with all instructions or orders issued by HOCL from time to time in this matter and for this purpose to deploy to the unit at Ambalamugal, at its responsibility and expense required/ sufficient number of competent security personnel.

**OBLIGATIONS,RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR.**

The contractor understands, recognizes and agrees that it is its obligation, responsibility and liability.

1. To engage and deploy to the unit of HOCL at Ambalamugal, sufficient number of competent security personnel for effectively discharging its obligation under the contract. The contractor shall verify the character and antecedents of the personnel to be deployed at HOCL, and shall submit certificates of such verification to HOCL before their deployment.

2. To deploy security personnel at HOCL, Ambalamugal as shown below.

- i. Security Officer : 01 (One)
- ii. Security Supervisor : 03 (Three) - 01 each in Three shifts
- iii. Security Guard (unarmed) : 30 (Thirty) - 10 each in Three Shifts
- IV. Lady Searcher : 01(One)

3. To deploy additional number of Security personnel depending on additional requirements on account of tightening security function and other outside security requirements as and when required. HOCL reserves the right to reduce/increase the number of guards to be engaged, change the shift timings and deployment of personnel according to its convenience/requirement.
4. To periodically rotate the Security Supervisors and Security Guards and to ensure that the maximum tenure of continuous engagement of any Supervisor or Guard in HOCL does not exceed Six months.
5. To provide at least 90% security men from Ex- service men category. The agency should provide security arrangements with properly trained & competent Ex-service personnel 24 Hrs of the day with a working schedule of 8 hours per day.
6. To provide Uniforms with caps, rain-coats, great coats and other Kit to the security personnel deployed for duty to the Unit at Ambalamugal.
7. To provide all the security personnel deployed for duty at HOCL, Ambalamugal with photo-identity cards and to ensure that the security personnel wear the I.D card while on duty.
8. To pay to the security personnel deployed for duty their salary/wages and other service benefits as per the guidelines laid down by the Director-General of Resettlement.
9. To comply with all extant and applicable labour laws.
10. To immediately remove any security personnel as per the request of HOCL and to substitute with qualified and competent persons.
11. To ensure discipline and good conduct of the security personnel deployed for duty at HOCL, Ambalamugal .
12. To raise the bill in the prescribed manner with the supporting documents towards wage and allowances of security personnel as per DGR guidelines and Service Charge on monthly basis. The bill against wages and allowances of security personnel shall be raised as per the guidelines laid down by the Director-General of Resettlement from time to time during the period of this contract.
13. The details of Wage amount, Service Charges, Service Tax, etc. shall be shown separately in the Invoice. The bill shall be supported by details of security personnel deployed, wages payable ESI, EPF contributions, etc.
14. To comply with the provisions of the Contract Labour(Regulation & Abolition) Act and Rules there under.
15. To bring to the notice of HOCL all actions and incidents that the security staff may come across during the course of their duty and to enter the details of incidents/observations in the register maintained in that behalf and to submit the same to the General Manager (P&A) of HOCL, Ambalamugal before 11 A.M on all working days.
16. To inform telephonically HOCL, Ambalamugal of any matter of an urgent nature. Any such matter informed shall be confirmed subsequently in writing.
17. To ensure that in the event of strike, lockout, commotion, etc. in HOCL, Ambalamugal the security personnel deployed for duty do not join such activities and they shall continue to maintain the security arrangements.

18. To indemnify and keep HOCL harmless of any loss or damage caused by any act of negligence, omission or other causes of the contractor or any of its security personnel deployed for duty or by reason of failure of the Contractor.

19. To comply with provisions of any applicable law or to make payment due to the security personnel etc. and the decision of HOCL in this behalf shall be final and binding on the contractor.

20. To withdraw all the security personnel deployed for duty immediately on expiry of the period of the contract or on its earlier termination and to settle the accounts of the security personnel consequent thereto without delay and in such a way that HOCL shall not be liable or made liable in this matter in any way.

21. To avail the accommodation provided by HOCL to the security personnel in lieu of HRA.

### **RIGHTS, OBLIGATIONS, RESPONSIBILITIES AND LIABILITIES OF HOCL**

a) To specify and inform the points/area where security personnel have to be posted and the number of security staff to be posted at each of such points/areas. The points/areas of deployment may be changed according to requirements.

b) To inform the Contractor the withdrawal/removal of any security personnel whose performance or conduct is found unsatisfactory.

c) To inform immediately on noticing about any misconduct or commission of theft or any other act of indiscipline or conduct unbecoming of a security personnel, to the Contractor.

d) To impose penalty as deemed fit on the Contractor for non- performance of any of the obligations and responsibilities under clause III above.

e) To make payment on the basis of the bill submitted by the Contractor by cheque within 15 days on submission of bills after deducting contributions towards ESI, EPF and other statutory obligations in this regard.

f) To provide accommodation to the security officer, supervisors and security guards deployed by the Contractor for HOCL on a nominal rent in lieu of House Rent Allowance.

### **THE CONTRACTORS UNDERSTANDING**

a) Apart from payment as per its monthly bill, the Contractor is not entitled to make any other claim on HOCL and HOCL have no other financial commitment in the matter.

b) That payment as per the monthly bill of the Contractor is subject to all applicable statutory deductions.

c) That the Contractor is responsible and liable to make payment of all benefits monetary or otherwise as per extant laws, to the security personnel deployed for duty in HOCL, Ambalamugal and Township.

d) That HOCL shall have full authority to terminate this contract, without prejudice to any other right HOCL has in this respect, without notice in the event of any serious complaints against or incidents happening due to the negligence of security personnel deployed for duty to the Unit at Ambalamugal which affects the business/image of HOCL.

e) The Contractor is bound by the general terms and conditions of Contract and GCC of HOCL in addition to the above terms and conditions.

### **WAGES / SALARY TO THE SECURITY PERSONNEL**

The wages payable to the personnel will be as per the rates notified / revised by DGR from time to time. Billing to cover extra men required as relief on Sunday / Holiday/ Weekly Off/ Leave etc. of the Security personnel shall be as per DGR guidelines.

### **SERVICE CHARGE**

In addition to the wages of the security personnel, the contractor will be will be paid Service Charge as per the quotation submitted by you.

### **GENERAL**

- a. GST will be paid at the applicable rates.
- b. HOCL reserves the right to reduce / increase the number of guards to be engaged, change the shift timing and deployment of personnel according to its convenience / requirement.
- c. Additional manpower is to be deployed as and when required by HOCL for which the payment will be made at the above rates.

### **TERMINATION**

HOCL shall have full authority to terminate this contract, without prejudice to any other right HOCL has in this respect, without notice in the event of any serious complaints against or incidents happening due to the negligence of security personnel deployed for duty to the Unit at Ambalamugal and its Township at Irimpanam which affects the business / image of HOCL.

However in normal case the contract can be terminated by either party by giving three months' notice in writing to the other of its intention to terminate the contract.

### **AGREEMENT**

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

### **SPECIAL CONDITIONS OF CONTRACT**

THE CONTRACTOR SHALL AGREE TO THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT IN TOTO WITHOUT ANY DEVIATION WHATSOEVER.

- a) The Unit of HOCL at Ambalamugal, has set up a Chemical Plant for manufacture of Phenol, Acetone and Hydrogen Peroxide which is classified as a Major Accident Hazard (MAH) Installation.
- b) The Unit of HOCL at Ambalamugal, requires constant vigil and security arrangement to protect its plant, property and for checking the ingress and egress of men, materials and vehicles at its factory at Ambalamugal and for this purpose has invited quotations from the Director-General of Resettlement Empaneled / DGR sponsored security agencies.

c) The Contractor/ Agency has in detail studied various aspects of the matter including the obligations, responsibilities and liabilities and they have fully understood the entire work, which is agreed upon as follows.

d) HOCL requires contractors who are to provide vigil and security arrangement to its plant, property materials in the unit at Ambalamugal, and to check the ingress and egress of men, materials, vehicles, etc. to the Unit at Ambalamugal and the contractor/ Agency agrees to accept the same without any conditions whatsoever.

**DOCUMENTS TO BE FURNISHED IN THE TECHNICAL BID:**

1. Experience in handling security of Industrial establishments.
2. Total number of ex-service guards under your establishment with Service No, Rank, name address, age and the past experience details and contact no, etc.
3. Total number of security supervisors with Service No, Rank, name, address , age and the past experience details and contact details, etc.
4. Details of office premises including contact persons, address, telephone,etc.
5. Copy of DGR sponsorship letter.
6. Copy of valid DGR empanelment certificate.
7. Copy of PSARA Licence for state operation for security agencies.
8. Copy of power of attorney(If applicable)
9. Copy of PAN Card.
10. Copy of GST registration.

**INTEGRITY PACT :**

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

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

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

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

#### **REGISTRATION**

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

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

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the

CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

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

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

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid

submission time. Bidder will be responsible for any delay due to other issues.

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

other relevant details.

- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

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

**Contract Person (National Informatics Centre)**

**Mr. Midhun Babu**  
**Sr. Systems Analyst - HOCL**  
**Mob: 8921387812, 0484 2727401**

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

**Tender No: PAD/2020/003**

**NIC Tender ID : 2020\_HOCL\_551474\_1**

**SECURITY ARRANGEMENTS IN FACTORY**

**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**

The Tenderer should be an Ex-Servicemen Security agency empanelled with DGR and sponsored by DGR for the above work in HOCL with effect from 01.04.2020.

**EARNEST MONEY DEPOSIT**

NIL

**COST OF TENDER DOCUMENTS**

NIL

**RATES**

The wages to the security personnel engaged will be as per the rates notified by DGR from time to time. The bidder needs to quote only the Service Charges (Percentage). GST as applicable shall be paid.

**SECURITY DEPOSIT**

As per DGR Guidelines.

**PERIOD OF CONTRACT**

The period of the contract shall be one year with effect from 01.04.2020 which can be extended further as per DGR Guidelines.

## **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 01.04.2020.

## **VALIDITY OF THE TENDER**

The tender shall be kept valid for acceptance for a period of THREE months from the last date prescribed for receipt of the tender.

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

## **PRICE**

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

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

## **PAYMENT TERMS**

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

## **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.

## **INTEGRITY PACT :**

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

## **DUE DATE & TIME:**

Due date for submission of tender is (Closing date) **24.03.2020 at 02.00 pm.**

**OPENING OF BIDS:**

The Technical Bids will be opened on **25.03.2020 at 02.00 PM** electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

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

**SUBMISSION OF BIDS:** Refer Annexure II.

**PRICE BID SUBMISSION-BOQ:**

Bidders are requested to note that they should necessarily **submit their financial bids in the format provided and no other format is acceptable.** If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. **Bidders are required to download the BOQ file, open it and complete the 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 & SEALING ON ALL PAGES OF BIDS:**

The vendor shall sign and seal on all the pages of the bids uploaded, failing which bids are liable to be rejected.

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

**Tender No: PAD/2020/003**

**NIC Tender ID : 2020\_HOCL\_551474\_1**

**SECURITY ARRANGEMENTS IN FACTORY**

**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**

DETAILS OF EXPERIENCE, EMPANELMENT CERTIFICATE WITH DGR, SPONSORSHIP LETTER FROM DGR, PSARA LICENCE, PAN CARD AND GST REGISTRATION SHALL BE FILLED IN THE FORMAT AND COPIES OF THE SAME SHALL BE UPLOADED ALONG WITH THE TECHNICAL BID.

NAME OF WORK: **SECURITY ARRANGEMENTS IN FACTORY**

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

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



2. Details of Empanelment with DGR` (Copy of Certificate to be attached)

Certificate No.

Date:

3. Details Sponsorship Letter from DGR (Copy to be attached)

DGR Sponsorship Letter Ref. No.

Date :

4. Details of PSARA Licence (Copy to be attached)

Licence No.

Date

5. PAN No: ..... (Copy of PAN Card to be attached)

6. GST No.....( Copy of Certificate to be attached)

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

Signature of the Tenderer :

Name of the Tenderer :

Full Address :

Telephone No:

E-mail:

Place :

Date : (Office Seal)

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

## INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at 4<sup>th</sup> Floor, V Times Square, Sector-15, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

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

### Preamble

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

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

### Section 1- Commitments of the Principal

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

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

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

- (1) The Bidder(s)/contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) A Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce 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 Subcontractors. 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.

#### 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, ie., Navi Mumbai, Maharashtra.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts while representing the matters IEMs and he / she shall wait their decisions in the matter.

\_\_\_\_\_  
For & On behalf of the Principal  
(Office Seal)

\_\_\_\_\_  
For & On behalf of Bidder/Contractor  
(Office Seal)

Place:

Date :



Witness 1 :  
(Name & Address).....

Witness 2:  
(Name & Address).....

(3)

(7)