

(This tender floated in NIC - CPP Portal aims for already enlisted contractors for this work with HOCL Kochi Unit. Any new contractor who wish to participate for this work may submit their tender through **GeM Portal (GeM Bid No. GEM/2021/B/1649477 dt. 05/11/2021 with due date 24/11/2021)**, so that they will be evaluated and pre-qualified and shall be considered for this work).

# HINDUSTAN ORGANIC CHEMICALS LIMITED

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

## **E- TENDER NOTICE**

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

SI.	Description of Item and Tender No.					
No.						
1	INSULATION WORKS - 2021					
	HOCL Tender Ref : MEC30298					

Tender documents may be downloaded from <u>www.hoclkochi.com</u> or <u>www.eprocure.gov.in</u>.

Interested parties may please get registered with NIC e procurement portal (URL: <u>https://eprocure.gov.in/eprocure/app.</u>) 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 <u>Single Bid system</u> confirming to the specifications and the terms and conditions.

For and on behalf of Hindustan Organic Chemicals Limited (GSTN:32AAACH2663P1ZG),(CIN:I99999MN1960GOI011895)

बेनो॰पी॰कुरियन्स BENO.P.KURIANS उप महाप्रबंधक (यांत्रिक) - विभागाध्यक्ष DGM (MECHANICAL) - HOD



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

## MEC30298

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 **Insulation Works - 2021.** HOCL has entered into an agreement with M/s. NIC for e-procurement through their portal <u>https://eprocure.gov.in/eprocure/app</u>. You may please get registered as a vendor with NIC for participating in this tender.

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

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 (сім: L99999мн1960GOIO11895),

BENO.P. KURIANS DEPUTY GENERAL MANAGER (MECHANICAL)



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

**ANNEXURE-I** 

## Tender Ref. No: MEC30298

## Name of Work : INSULATION WORKS - 2021

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

- 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.
- 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 (National Informatics Centre)**

Mr.Midhun Babu Sr. Systems Analyst - HOCL Mob: 8921387812, 8547196394 **HOCL Work Co-ordinator** 

Mr. M.K. Girijan Chief Engineer (Mechanical) Mob: 8547624778 0484 2727240/291



## Tender Ref. No: MEC30298

## Name of Work : INSULATION WORKS - 2021

## **GENERAL TERMS AND CONDITIONS OF THE TENDER**

## EARNEST MONEY DEPOSIT

Nil - However, party has to submit a declaration under Annexure - H along with Tender, failing which the Tender will 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.

## SECURITY DEPOSIT

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

## 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 DAY** of the delay or part there of subject to a maximum of 5% of the contract value.

## PERIOD OF CONTRACT

The period of the contract shall be ONE YEAR from the date of issue of work order.

## SCOPE OF SUPPLY

MATERIAL

## a. Contractor's Scope

Scaffolding material (pipe & clamps) wherever required has to be arranged by the contractor.

## b. HOCL Scope

HOCL will only provide materials like banding strip, LRBM insulation mattress/LRBM, aluminium sheet, asbestos rope, and consumables like winding wire, screws, washer, nut, paste, joint sealant, tar felt, MS angle/flat etc. will be supplied by HOCL.



## **TOOLS & TACKLES**

## a. Contractor's Scope

Contractor has to arrange all men, tools, tackles, welding rods, welding generator, cutting machine, grooving machine, sheet rolling machine, oxy acetylene gas, heating torch, painting brush, scrappers, wire brush, snippers and all marking instruments. Tools and tackles required for erection of scaffolding wherever required has to be arranged by the contractor.

## b. HOCL's Scope

Nil.

## **General Site Cleaning**

Working site should always be kept cleaned upto the entire satisfaction of the Engineer/Officer-In-Charge. Upon completion of the work, all materials shall be transported to designated locations in HOCL premises as directed by the Engineer/Officer-In-Charge on daily basis. Material reconcilliation has to be carried out before submitting the bill.

## TIME OF COMPLETION

Time of completion shall be within 72 hrs. from the time of instruction to start the work.

## 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.

## **PAYMENT TERMS**

- 97% payment will be released after completion of work and certification by Engineer-In-Charge.
- Balance 3% payment will be made after defect liability period of one year or on production of PBG for the said amount.

## CONTRACT PREFERENCE

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



AS PER THE NEW GUIDELINES FROM THE MINISTRY, WE HAVE TO FLOAT THE TENDERS ON GeM ONLY.

HENCE, WE HAVE ALSO FLOATED TENDER IN GEM PORTAL. IF ANY PARTY QUOTED THROUGH GEM PORTAL AND BECAME L1 COMPARED TO THE RATES IN NIC PORTAL, WORK WILL BE AWARDED TO THE GEM BIDDER AND VICE VERSA.

## DEFECT LIABILITY PERIOD

As per GCC.

## OTHER TERMS AND CONDITIONS

## **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 (P&A) of HOCL, Ambalamugal or can be downloaded from our Web site <u>www.hoclkochi.com</u>.

## **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) 24/11/2021 at 02.00PM.

**<u>OPENING OF BIDS</u>**: The Technical Bids will be opened on 25/11/2021 at 02.00 PM electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

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

## SUBMISSION OF BIDS: Refer 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 asw 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.



**<u>RIGHT TO REJECT A BID:</u>** 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.

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



ANNEXURE - III

## Tender Ref. No: MEC30298

Name of Work : INSULATION WORKS - 2021

## SCOPE OF WORK

## Scope of work includes but not limited to the following:

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## A. THERMAL INSULATION

Removing the existing Insulation carefully wherever necessary, recouping all materials like aluminium sheets (including corrugated also) and insulation mattresses, asbestos ropes etc. as far as possible and storing the same for re-work, as per the instruction of Engineer- in-charge.

Providing thermal insulation (Hot) to all equipment, pipelines & valves etc. at all elevation and all location inside the company premises. Supply of labour and supervision of work including transportation of materials to work site from store, preparation of mattresses or asbestos ropes to prescribed thickness and densities as applicable, wire brushing of surface, applying on surfaces as specified including all preparatory work thereon, all binding, tying, lacing, stitching and or otherwise securing finishing with aluminium sheet cladding, grooving, providing bolts, banding rivets or self tapping screws with washer/tar felt/mastic to seal the joints wherever specified, providing necessary scaffolding and completing the works in all respects as per drawings, specifications and instructions to give a joint less surface/seal the joints to prevent ingress of moisture into it. In case the surface/pipe is of stainless steel, SS foil shall be wrapped around the surface and secured with winding below the application of LRBM. (The wool/LRBM shall not come in contact with SS surface).

(The asbestos rope of required thickness are to be closely wound without any gap and secured with winding wire at every 500mm. If aluminium cladding is required, the same has to be provided by the contractor as per the instruction of Engineer-in-Charge.

## II. GENERAL CONDITION APPLICABLE TO ALL T YPE OF WORKS

- 1. All tools and tackles, equipment, apparatus including steel scaffolding and scaffolding materials required for the insulation jobs are to be arranged by the Contractor.
- 2. The insulation jobs are to be carried out as per the standards followed in HOCL and also as per the directions of Engineers-in-charge.
- 3. Scrap materials arising out of the jobs are to be segregated and cleared from the site immediately after completion of the job to the scrap yard and all waste insulation material to the designated location on daily basis.
- 4. Movement of insulation materials from HOCL stores and returning of the excess materials has to be done by the Contractor.



- 5. A REGISTER WILL BE MAINTAINED IN CENTRAL WORKSHOP FOR RECORDING THE DETAILS OF WORK NOTIFICATION NO., DESCRIPTION OF WORK, PERSONNEL DEPLOYED AND THE CONTRACTOR WILL HAVE TO FILL IN THE DETAILS IN THE REGISTER. You are also required to complete the work as per the detailed scope of work mentioned in the tender documents and directions of engineer-in-charge.
- 6. Insulation materials shall be protected against rain, at all time from collection of materials from the store to finish cladding.
- 7. Contractor has to ensure the quality of insulation repairs done by labours by deploying effective supervision.
- 8. The contractor has to ensure the site cleaning after completion of the job.
- 9. Measurements will be taken on M<sup>2</sup> basis as per IS 7413-1981 Clause: No.9 and the same should be taken at least with 15 days of interval.
- 10. THE CONTRACTOR HAS TO STATION DAILY AT LEAST ONE COMPLETE GANG. I.E. ONE INSULATION FABRICATOR, INSULATION LAGGER, INSULATION FITTER, HELPER DURING GENERAL SHIFT ON ALL WORKING DAYS FOR CARRYING OUT VARIOUS INSULATION JOBS ACCORDING TO THIS TENDER. BUT IF THE SITUATION CALLS, FOR THE CONTRACTOR HAVE TO STATION THE ADDITIONAL PERSONNEL IN ALL SHIFTS. THE CONTRACTOR SHALL ALSO ENGAGE REQUIRED NUMBER OF WORKMEN TO EXPEDITE / COMPLETE THE JOB AS PER INSTRUCTIONS OF ENGINEER-IN- CHARGE. NO SEPARATE PAYMENT WILL BE MADE FOR THIS. THE COMPANY DEPENDING ON SITUATION CAN MAKE PROPORTIONATE DEDUCTIONS ON THE BASIS OF THE PREVAILING LABOUR RATES OR OTHER ACTIONS AS DEEMED FIT FOR NOT STATIONING PERSONNEL AS ABOVE.
- 11. All joints should be sealed with tar felt, joint sealing, aluminium screw with rubber washer and ensure no water ingress in the insulation.

## **ISSUE OF MATERIAL**

HOC will only provide materials like insulation mattress, thermocol block/PUF, pipe section, Al. sheet, asbestos rope, screw, tar felt, joint sealant, washer, nut, MS angle/flat etc. on free of cost.

However, contractor has to arrange all men, tools, tackles, welding rods, welding generator, cutting machine, grooving machine, sheet rolling machine, oxy acetylene gas, heating torch, blow lamp, painting brush, scrappers, wire brush, snippers and all marking instruments, etc. whatever required for the job at your cost including transportation of all material issued by HOCL to site.

## ACCOUNTING OF MATERIALS

It is the contractor's responsibility to use the materials judiciously and store the materials with detailed material issue voucher issued in good custody. THE CONTRACTOR SHALL MAINTAIN A REGISTER FOR ALL THE MATERIALS ISSUED BY HOCL AND SHALL PRODUCE THE SAME WHENEVER ASKED FOR. On completion of the work, the contractor shall submit material reconciliation statement for all materials issued by HOCL on monthly basis / whenever asked for, and should be submitted along with final bill.



## Tender Ref. No: MEC30298

## Name of Work : INSULATION WORKS - 2021

## **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), work order, 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. All manpower, tools, tackles, hydraulic test pumps, lifting tools, ropes, wire brushes, chain pulley block, wheel barrows etc. whatever required for the work are to be arranged by the contractor.
- 5. Spiral wound Gaskets, bolts, nuts, fasteners required for the work will be supplied by HOCL free of cost **as per requirement**. But HOC will issue only the gasket sheets for initial blinding. It has to be cut to the correct size by the contractor at his cost.
- 6. This work is an **emergency work** and you have to put all efforts to complete the work in time. Also you have to deploy people on **round the clock basis** if situation warrants as per the instruction of Engineer-in-Charge.
- 7. 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.
- 8. All debris, waste etc. arising out of the job should be segregated weighed, transported and dumped into the scrap yard as per the instruction of Engineer-in-Charge at your cost. The contractor also has to abide by the guidelines for Environmental Protection.
- 9. 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.
- 10. Contractor has to mobilise the complete team with necessary tools and tackles within 24 hours from the time of intimation to start the work.
- 11. Either the contractor or his authorised supervisor shall be available at work site throughout the work.



- 12. The quantity shown can vary ie. Increase or decrease depending upon the situation. However, the rate and other terms and conditions shall be same throughout the pendency of the contract for which the contractor shall be ready.
- 13. 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.
- 14. 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
- 15. Contractor shall get prior permission from the Engineer-in-Charge for bringing the material to HOC.
- 16. Contractor shall ensure that a standby person is kept outside the man-way nozzle when the work is inside a confined space.
- 17. No plastic carry bags or similar items should be used having thickness less than 75microns inside the Company premises



ANNEXURE - V

Name of Work : INSULATION WORKS - 2021

## **COMPLIANCE / NO-DEVIATION STATEMENT**

Tender Ref. No: MEC30298

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 :



**ANNEXURE - VI** 

## Tender Ref. No: MEC30298

## Name of Work : INSULATION WORKS - 2021

## CHECK LIST

## **PRO-FORMA-TECHNICAL BID**

- 1. 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).
- 2. Proforma of Declaration of Black Listing/ Holiday Listing (Annexure D) duly filled, signed and stamped, scanned and uploaded (YES/NO).
- 3. Bidder Information (Annexure E) put **v** mark in front of your confirmation, signed and stamped, scanned and uploaded (YES/NO).
- 4. Self Declaration (Annexure F) duly filled, 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. 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 :

## <u>ANNEXURE – A</u>

## 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. HOCL Company premises is declared as "**PLASTIC FREE ZONE**". Hence, plastic carry bags or any plastic item having thickness less than 75 microns should not be used/brought inside the Company. Violation of the same by the contractor or his employees will be an offence as per Company Rule.

## 8. <u>B. Confined Space Entry</u>

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. <u>Contract Labour (Regulation & Abolition) Act – 1970</u>

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. <u>The EPF & MP Act – 1952</u>

- 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

## <u>ANNEXURE - E</u>

# ANNEXURE TO BID AGAINST TENDER No:\_\_\_\_\_

\_\_\_\_\_

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

Name	of Bidder:				
Sr. No.	Commercial Clauses	Yes, we are on noliday     List/Black List/De-List     No     Micro    Medium			
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.				
2 i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)				
ii	Status of MSE Bidder	<ul> <li>Manufacturer</li> <li>Services</li> <li>Not Applicable</li> </ul>			
iii	Whether MSE bidder is offering product manufactured by him/her	<ul><li>Yes</li><li>No</li></ul>			
3 i	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>	<ul> <li>Mention UAM Number</li> <li>Mot Applicable</li> </ul>			
ii	Submitted valid document against clause no 3 (i)	<ul><li>Submitted</li><li>Not Applicable</li></ul>			
4 i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	<ul><li>Yes</li><li>No</li></ul>			
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)	□ Yes □ No			
iii	Submitted certificate against clause no 4 (ii)	<ul><li>Submitted</li><li>Not Applicable</li></ul>			
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in fullcompliance with the documents issued against the enquiry and also furtherconfirmed that there is no deviation from all the terms and conditions as perthe enquiry.Non- acceptanceor 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	<ul><li>Agreed</li><li>Not Agreed</li></ul>			
DATE:	SIGI	N AND STAMP OF BIDDER			

## ANNEXURE (F)

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

# ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO\_\_\_\_\_

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

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

## SELF DECLARATION OF LOCAL CONTENT

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

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

DATE:

SGNATURE AND STAMP

## **Definitions**

Local Content: - The amount of value added in India(Total value of item procured minus the value of imported content in the item(including all customs duties) as a proportion of total value, in percentage.

Class I Local Supplier: - Supplier or service provider whose goods AND services or works offered for procurement has local content equal to or more than 50%.

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

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

DATE:

SIGNATURE AND STAMP

## ANNEXURE – H

## **BID SECURITY DECLARATION**

ANNEXURE	то	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