



HINDUSTAN ORGANIC CHEMICALS LIMITED

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(A Govt. of India Enterprise)

Ambalamugal.P.O, Ernakulam Dist-Pin: 682 302

Kerala. Ph: 0484 2720911, Fax: 0484 2720893

HR/2024/018

DATE :21.11.2024

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	GRASS CUTTING WORK IN NON PLANT AREAS -2025-26 (TWO YEARS) HOCL Tender Ref. No. : HR/2024/018

Tender documents may be downloaded from www.hoclkochi.com, www.gem.gov.in, www.eprocure.gov.in or www.gem.gov.in. Interested parties may please get registered with NIC or GeM e-procurement portal 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)

अभिलाष. आर ABHILASH.R
मुख्य प्रबंधक (एच आर) Chief Manager(HR)

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(A Government of India Enterprise)

Ambalamugal P.O., Ernakulam dist, Pin- 682 302

Kerala- Ph: (0484) 2720911, Fax: (0484) 2720893

Email: kochi@hoclindia.com, web: www.hoclkochi.com.

HR /2024/018

Date: 21.11.2024

To,
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 GRASS CUTTING WORK IN NON PLANT AREAS-2025-26(TWO YEARS). HOCL has entered into an agreement with M/s. NIC & GeM for e-procurement through their portal <https://eprocure.gov.in> and www.gem.gov.in. You may please get registered as a vendor with NIC or GeM for participating in this tender.

Tender documents are uploaded in HOCL website www.hoclkochi.com and www.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 instructions for Online bid submission (iii) General Terms & Conditions of Contract (iv) TECHNICAL BID and Annexure A to H, in detail before preparing/submitting your tender.

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

Thanking you,

Yours Faithfully,

For Hindustan Organic Chemicals Limited (GSTN: 32AAACH2663P1ZG)

अभिलाष. आर ABHILASH.R

मुख्य प्रबंधक (एच आर) Chief Manager(HR)

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HINDUSTAN ORGANIC CHEMICALS LIMITED

(**Government of India Enterprise**)

(A Government of India Enterprise)

Ambalamugal P.O.,Ernakulam District, Kerala - 682 302.

Tender Ref. No: HR/2024/018

CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREAS.

SCOPE OF WORK

THIS DOCUMENT TO BE SIGNED AND SEALED BY BIDDER ON ALL PAGES AND

SUBMITTED ALONG WITH THE E-TENDER

SCOPE OF WORK

1. The contractor should maintain the area under contract in neat condition by cutting the grown Grass manually/by machine (to an average height of 15cm) from time to time. The mode of cutting the grass in different locations of the factory will be decided by the Officer-in-Charge from time to time.

2. The Contractor should ensure that the Grass is not grown beyond on average height of 15 cms at any point and any deviation, the proportionate amount will deduct from the coming bill(with double rate).

3. Engine/ Motor operated mechanized cutting can be used for cutting the grass in Non-Plant areas as per the instruction of Officer-in-charge.

4. The removal and disposal of cut grass should be done simultaneously along with the cutting of Grass failing which the rate proportionally will be deducted.

THE DISPOSAL OF CUT GRASS SHOULD BE DONE AT PLACES ANYWHERE OUTSIDE COMPANY PREMISES AT THE RISK AND COST OF CONTRACTOR.

5. Any cut grass fallen inside the drains should be cleared by the Contractor within a day failing which applicable deduction will be deducted.

6. The first round of cutting should be completed within 15 days of acceptance of the order by engaging sufficient number of labourers failing which applicable deduction will be made.

7. The necessary tools like sickles, spade, pick-axe, baskets, etc. and also arrangement for transportation of waste/cut grass for disposal should be arranged by the contractor.

8. A log book is to be maintained by the contractor regarding the work which should be certified by the concerned plant-in-charge after cutting the Grass.

9. Spraying pesticides/chemicals for controlling grass growth in

Factory premises are not allowed.

10. At least 02 Grass Cutting machines in working condition with grass cutters and sufficient manual cutters shall be provided. Contractor shall maintain a log book for the same and if any area not cleaned.

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

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

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

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

12. PPEs to be provided to Grass Cutting workers.

13. The maximum age of Grass Cutting workers 58 years.

AREA UNDER THE CONTRACT

The non-plant areas of HOCL, under this contract would be total around 29,760 Sq. Meter. In addition to that, all the specified paved area has to be maintained for which no separate payment will be made. During the operative period of this contract, Contractor has to undertake the additional area of work if any at the same rate (proportionately) terms and conditions. Any deletion of area due to construction etc. shall also be permissible during the contract period and no payment shall be made for such deleted area from the date of deletion.

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 (NIC matters)

Mr.Midhun Babu – Co-ordinator
Mob:8547196394, 0484 2727381

Contract Person

Mr.ABILASH. R
CM (HR)
HOCL, AMBALAMUGAL
0484 272325

Mr.BIJU.C.J
DY. Manager(HR)
HOCL, Ambalamugal
0484 2727294

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(A Government of India Enterprise)

Ambalamugal P.O., Ernakulam District, Kerala - 682 302.

Tender Ref. No: HR/2024/018

CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREAS.

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

1. The bidders shall submit details of current commitments as per Annexure IV of technical bid. Experience having successfully completed the works during last 7 years ending 31st March 2024 should be either of the following:
(Documentary proof shall be attached along with technical bid.)
 - a. Three completed works costing not less than 2.10 Lakhs.
OR
 - b. Two completed works costing not less than 02.62 Lakhs.
OR
 - c. One completed work costing not less than 4.19 Lakhs.
2. Average annual financial turnover during the last 3 years, ending 31st March 2024 shall be at least Rs.1.57 Lakhs. Details of annual financial turnover to be submitted with documentary proof.
3. Experience in similar work, ie, Housekeeping, labour supply, Civil Works, Labour oriented miscellaneous works shall also be considered and details of current commitments with copies of work order to be submitted along with Technical Bid. Declaration of black listing/ holiday listing to be submitted along with technical bid.
3. Details of PAN No. & GST No. to be submitted.
4. All Tender documents duly signed and stamped on all pages to be submitted along with technical bid.

RATES

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

Performance Security (Performance BG): The Performance Security will be 05 % of the total value of the contract. The Contractor remit within 21 days from the date of issuing the work order.

Security Deposit:

Security Deposit will be recovered through deductions at the rate of 5% of the value of each running account bill till the total Security Deposit amount is collected.

Alternatively, you may at your option deposit the full amount of 5 % of the accepted value of the tender towards the security deposit within 21 days of receipts by you, the notification accepting your tender.

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

Earnest Money Deposit: Rs.15800/-

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

TWO year from 01.01.2025.

SCOPE OF SUPPLY

AS PER SCOPE OF WORK

TIME OF COMPLETION

TWO year from 01.01.2025 to 31.12.2026

PAYMENT TERMS

Payment will be made on monthly basis by certification of officer –in- charge and 100% payment shall be made progressively as per our standard terms of payment. The payment shall be made within **THIRTY days** from the date of submission of bill.

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

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

CONTRACT PREFERENCE

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

DEFECT LIABILITY PERIOD

AS PER GCC

AGREEMENT

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

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.

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

The wages payable to the Grass Cutters in the locality is as per the agreement for wage settlement between the contractors and labour unions functioning in the area(Agreement No.8/(56)/HOCL/B1 dated 01.07.2024). If the contractor quotes below the minimum agreed rates, such type of tender will be rejected.

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

BEFORE SUBMITTING THE TENDER, THE CONTRACTOR SHOULD INSPECT THE SITE AND UNDERSTAND ALL IN CONNECTION WITH GRASS CUTTING

DUE DATE & TIME: Due date for submission of tender is (Closing date) **11.12.2024** at **02.00 pm.**

OPENING OF BIDS: The Technical Bids will be opened on **12.12.2024** at **02.30 PM** electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

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

SUBMISSION OF BIDS: Refer Instructions to Bidder for Online Bid Submission.

PRICE BID SUBMISSION-BOQ(NIC): 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 (such as name of the bidder). No other cells should be changed. Once details have been completed, the bidder must 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.

PRICE BID SUBMISSION-BOQ(GeM): You are requested to submit the rate (including GST) per square meter for grass cutting work for one year.

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.

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

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Tender Ref.No: HR/2024/018

CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREAS 2025-2026.

TECHNICAL BID (FORM - A)

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

PRO-FORMA-TECHNICAL BID

Name of Work: CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREAS.

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

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

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

Financial Year: Turnover:

2021-22 :

2022-23 :

2023-24 :

1. PAN No:

2. GST No.....

1. Annexure A (Labour Laws requirements) signed and sealed is attached.
2. Annexure B (Labour Laws Check List) signed and sealed is attached
3. Annexure C (Safety, Health & Environmental Conditions) signed and sealed is attached
4. Annexure D (Proforma of Declaration of Blacklisting / Holiday Listing) duly filled, signed and sealed is attached.
5. Annexure E(Bidder Information)
6. Annexure F (Declaration regarding percentage of local content) duly filled, signed and sealed is attached.
7. Annexure H (Bid Security Declaration).
8. Annexure I (Format of Integrity Pact) signed and sealed is attached.
9. Annexure JI (Undertaking) signed and sealed is attached.
10. Annexure K (Declaration of Compliance of Order)
11. Annexure L (Declaration on Code of Integrity for Public Procurement(COIPP))

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

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob. No:

Email:

Place :

Date :

COMPLIANCE / NO-DEVIATION STATEMENT

Tender No: HR/2024/018

NAME OF WORK: CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREAS.

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Place : SEAL

Date :

COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

Tender No: HR/2024/018

NAME OF WORK: CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREAS.

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

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob No :

Mail ID :

Place : SEAL

Date :

CHECK LIST

Tender No: HR/2024/018

NAME OF WORK: CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREAS.

EMD - NOT APPLICABLE TO MSME / SSI Units / PSUs

Details of EMD enclosed: (YES/NO).

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

1. Scope of Work, General Terms and Conditions (**Annexure I to VI and A to J**) (complete set of Tender Documents) to be **signed and stamped** on all pages, scanned and uploaded **(YES/NO)**.
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 **√ mark** in front of your confirmation, signed and stamped, scanned and uploaded **(YES/NO)**.
4. Self Declaration of percentage of local content (**Annexure F**) - duly filled, signed and stamped, scanned and uploaded. **(YES/NO)**.
5. Bid Security Declaration (**Annexure G**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
6. Integrity Pact (Annexure- H)
7. Undertaking (**Annexure I**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
8. Declaration of Compliance of Order (**Annexure J**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.

9. Copies of Experience,
Signature of the Tenderer :

Name of the Tenderer :

Address :

Place:

Date:

ANNEXURE – A

ESI, PF, LABOUR LAW ETC. – REQUIREMENTS

1. ESI as per the ESI Act 1948

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

2. Safety Regulations and General Conditions of Contract

The Contractor should be strictly abiding all the safety regulation of HOC specified in GCC. Contractor should obtain necessary safety work permit from authorized 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 providing to your workers:

4. Face Mask
5. Face Shield
6. 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 carry out 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 minimize 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. 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 Rs.21,000/- per month will be covered under the Act. Please note that workers can be allowed to work inside the Factory Premises / Township only after completing the following procedures:

- 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 Rs.21,000/- per month should produce the following documents:
 1. An undertaking from his employer that his wage is more than Rs. 21,000/- per month and he is not required to be covered under ESI Act is to be submitted.
 2. 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

ANNEXURE – E

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

Name of Bidder:		
	Commercial Clauses	Bidder Confirmation (Please put V in front of your confirmation)
	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
	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
	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
	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
	Submitted valid document against clause no 3 (i)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
	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
	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
	Submitted certificate against clause no 4 (ii)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE:		SIGN AND STAMP OF BIDDER

ANNEXURE – 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

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

To

**The Chief Manager (HR)
Hindustan Organic Chemicals Ltd.
Ambalamugal P.O.,Ernakulam Dist.
Kerala- 682 302.**

SUB: CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREA

Ref: Tender ref. No. HR/2024/018

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender for CONTRACT FOR GRASS CUTTING WORK IN NON PLANT AREA, HOCL, Ambalamugal. We further affirm that we have understood all the terms of Grass Cutting Contract in HOCL including the wages payable to the workers there. We also understand that the workers engaged in the Grass Cutting are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the Grass Cutting workers based on the above settlement. We are confident that all the above requirements can be met with the rates quoted by us and our rates are workable. In case the work is awarded to us at the rates quoted by us, we undertake to satisfactorily execute and complete the work for the entire period of contract.

Thanking you,

Yours faithfully,
For

Sd/-

(Name)

Place:

Date:

(Seal)

.....

Annexure - K

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 - 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 :