

HINDUSTAN ORGANIC CHEMICALS LIMITED (A Government of India Enterprise) AMBALAMUGAL, Ernakulam District, PIN - 682 032. Phone: (0484) 2720911

Web: www.hoclindia.com, Email-kochi@hoclindia.com

E- TENDER NOTICE

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

SI. No.	Description of Item and Tender No.
1	CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL
	JOBS OF MISCELLANEOUS NATURE-2024-26(TWO YEARS).
	HOCL Tender Ref: HR/2024/009

Tender documents may be downloaded from www.hoclkochi.com or www.gem.gov.in or <a href="ww

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

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

Due Date & Time for Bid Submission: 26.08.2024, 14:00:00 Hours.

For HINDUSTAN ORGANIC CHEMICALS LIMITED (CIN: L999999KL1960GOI082753)

ABHILASH .A.M CHIEF MANAGER (HR)



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

HR/2024/009 Date: 30<mark>.07.2024</mark>

M/s.

Dear Sir,

Hindustan Organic Chemicals Limited is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for **CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE- 2024-26(TWO YEAR).** HOCL has entered into an agreement with M/s. NIC for e-procurement through their portal www.gem.gov.in. You may please get registered as a vendor with GeM portal for participating in this tender.

Tender documents are uploaded in HOCL website <u>www.hoclkochi.com</u> and www.gem.gov.in

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

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

Thanking you,

Yours Faithfully,

For HINDUSTAN ORGANIC CHEMICALS LIMITED (CIN: L999999KL1960GOI082753)

ABHILASH.A.M CHIEF MANAGER (HR)

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HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender No: HR/2024/009

CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS

NATURE.

SCOPE OF WORK

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

THE E-TENDER

DETAILS OF INTERMITTENT JOBS TO BE CARRIED OUT

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

DEPARTMENTS

NATURE OF WORK & INTERVAL

HR DEPARTMENT

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

INTERVAL - INTERMITTENT

2. Keeping surroundings of building neat and clean.

INTERVAL - TWICE IN A MONTH

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

INTERVAL - INTERMITTENT

4. Cleaning of surrounding area of canteen

INTERVAL - ONCE IN A WEEK

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

INTERVAL - Twice in a week.

PRODUCTION DEPARTMENT

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

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

MECHANICAL DEPARTMENT

Maintenance Workshop

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

Central Workshop

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

UTILITIES DEPARTMENT

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

ELECTRICAL DEPARTMENT

I. PHENOL PLANT AREA

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

Materials shifting from stores 3 days/month

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

Helper to Technicians 8 days/month

Battery room cleaning 2 days/month

Cable room cleaning 2 days/month

II. AUXILIARY SUBSTATION AREA

Ladder shifting work 3 days/month

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

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

III. CPP AREA

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

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

Helper to technician 3 days/month

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

Cleaning of cable gallery/battery room 2 days/month

Helper to technician for preventive 5 days/month

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

IV. H2O2 / UTILITY SUBSTATION

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

Cleaning of transformer yard 2 days/month

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

Shifting of ladder for street light maintenance 2 days/month

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

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

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

INSTRUMENTATION DEPARTMENT

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

SAFETY DEPARTMENT

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

MATERIALS DEPARTMENT

FPS

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

STORES

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

CIVIL

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

HINDUSTAN ORGANIC CHEMICALS LIMITED (A Government of India Enterprise)

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

Tender No: HR/2024/009

CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS

NATURE.

GENERAL TERMS AND CONDITIONS

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

PREQUALIFICATION CRITERIA

- a. Average annual financial turnover during the last 03 years ending 31st March of the previous financial year should be at least Rs. 49.32 lakhs lakhs. (Documentary proof should be attached along with the Technical Bid).
- Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: (Documentary proof should be attached along with the Technical Bid)

Three similar completed works costing not less than the amount equal to Rs. 65.76 lakhs each.

OR

Two similar completed works costing not less than the amount equal to Rs. 82.20 lakhs each.

OR

One similar completed work costing not less than the amount equal to Rs.1.32 Crores lakhs.

The bidder shall submit a certificate to the effect that he has completed the work satisfactorily.

- c. Details of EMD & Details of Tender Fee.
- d. Details of PAN No:
- c. Labour License No. (if any)
- d. Details of GST.

Earnest Money Deposit

Quotation shall accompany an EMD of Rs. 3,29,000/- paid by crossed DD/Bankers Cheque/Cash only of Central Bank of india drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at (SBI,A/C.NO.37881840330, BRANCH: BELAPUR BRANCH, MUMBAI, ISFC CODE: SBIN0013551). Details of bank transfer should be indicated in your technical offer. Quotations not accompanied with EMD, are liable to be rejected.EMD of the tenderer will be forfeited under the following conditions:-

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

The Earnest Money Deposit shall be forfeited if: -

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

EMD shall be paid by crossed DD/ Bankers Cheque only of of Central Bank of India drawn in favor of M/s. Hindustan Organic Chemicals Limited payable at State Bank of India (SBI,A/C.NO.37881840330, BRANCH: BELAPUR BRANCH, MUMBAI, ISFC CODE: SBIN0013551). Details of bank transfer should be indicated/ copy to be uploaded in your technical offer. Parties who are not interested in quoting against enquiry may kindly send back the hard copy of the documents to us.

Rates

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

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

Performance Security (Performance BG): The Performance Security will be 10 % 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.

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

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

Period of Contract

The period of the contract shall be TWO YEARS from the date of issue of Work Order. (initially for One Year with effect from 01.11.2024 and if satisfactory, which can be extended another period of one year.)

However, work order shall be issued in TWO spells of ONE YEAR each. Initially work order shall be issued for first 12 months and subject to satisfactory performance during this period, further work order for the remaining six months will be issued.

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

Time of Completion: The period of the contract shall be TWO years from the date of issue of Work Order (initially for One Year and if satisfactory, which can be extended another period of one year)

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

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

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

Contract Preference

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

Defect Liability Period

AS PER GCC

AGREEMENT

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

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

OTHER TERMS AND CONDITIONS

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

CONDITIONS OF CONTRACT

- 1. The supervision of the workers engaged and ensuring the quantum of work to be completed in time will be the sole responsibility of the contractor.
- 2. The unskilled worker both male and female should be provided with necessary tools like spade, pick axe, baskets, sickle, etc. for carrying out incidental job of urgent and casual in nature in different departments of HOC whenever required. Worker above the age of 58 years should not be engaged for the above work.
- 3. Labours must wear PPEs, Face Mask, Glouse or any other such PPEs.
- 4. The attached Declaration form- Annexure V is to be filled, signed and to be submitted along with the Commercial Bid.
- 5. The daily requirements of workers will be given one day in advance. The

contractor or his authorized representatives should contact concerned officer every working day evening to ascertain the requirements for the next day.

- 6. The contract shall be read in conjunction with HOCL General Conditions of Contract and Special Conditions of Contract or any other documents forming part of this Contract. All clause of General Conditions of Contract shall be applicable to this contact.
- 7. The quoted rates will be valid for a period of 1 year from date of issue of work order without any escalation whatsoever.
- 8. The number of workers engaged should be certified daily by the authorized representative of the company and you shall issue token to each and every worker engaged by you. Contractor should ensure that the workers are carrying their token during the working hours without failure and show the same at the time of entry/exit at the factory gate.
- 9. Contractor shall issue photo identity cards to each and every worker engaged by you and should ensure that the workers are wearing their identity cards during the working hours without failure.
- 10. The contractor shall ensure that the workers engaged by him should follow the instructions given by the HOC Management/Security.
- 11. This contract can be terminated by giving one month notice on either side.
- 12. The contractor shall strictly follow the rules and regulations under Contract Labour (Regulation and Abolition) Act 1970 and Kerala Contract Labour Regulations and Abolition Rules 1972 within seven days from the date of signing the agreement. If you fail to produce license within seven days from the date of acceptance of work order, the same work order may be cancelled and awarded to any other parties. Your earnest money in such eventuality will be forfeited.
- 13. The rate offered by you are inclusive of all taxes, duties, if applicable and also contributions to be made under legislation like ESI, PF etc. The rate is also inclusive of all benefits like leave, holiday payment, compensation, bonus, Sunday wages, medical, etc. and also any other benefits to the worker under contract labour (Regulations and Abolition) Act-1970 or any other labour legislation or rules made there under or any settlement applicable to the worker from time to time.
- 14. All the persons engaged by you should cover under CPF scheme. It is the responsibility of the contractor to see that the contribution under PF Scheme is made every month for the workers engaged by you. In case of your failure to remit the contribution under PF Act, the amount will be recovered from you by deducting the same from your bill.
- 15. The contractor will have to abide by the provisions of other Central and State Government Act and Rules as applicable from time to time and shall extend facilities to your workers as will be applicable under Rules.
- 16. The contractor shall take all safety precautions as prescribed under Factories Act 1948 and also the Safety rules prescribed by the company while engaging your workers on any work and provide safety appliances to your workers at your own cost (Safety Helmet, Safety belts, Welder's Personal Protective equipment like goggles, gloves, shoes and face shield, etc) if found not wearing safety appliances, contract will be terminated.
- 17. OVER TIME: Overtime will be paid to workers who are engaged beyond 8 Hrs per day or worked on Sundays/holidays, at the rate of double the normal rate per hour. For this, normal rate per hour

will be arrived by dividing the per day rate by 8 hrs. Normal working hours shall be from 8.00 a.m. to 05.00 p.m. with one hour lunch break.

- The payment towards the bills will be made within 15 days from the date of submission of the bills supported with the relevant documents. Bills should be submitted once in a month. Records of daily engagement of workers and payment made to them should be submitted along with the monthly bill at the HR office of the company for verification.
- 19. The wages payable to the Unskilled labourers in the locality is as per the agreement for wage settlement between the contractors and labour unions functioning in the area. The contractor is bound to pay wages and other benefits to the workers as per the above settlement. Also, the agreement is renewed from time to time. Hence before quoting the rates, the bidders are advised to ascertain the rates of wages payable to different categories of labourers in the area as per the agreement. HOCL shall not be responsible for the payment of wages to the workers engaged by the contractor.
- 20. The wages payable to the Unskilled labourers in the locality is as per the agreement for wage settlement between the contractors and labour unions functioning in the area(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.

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

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

21. INTEGRITY PACT :

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

Independent External Monitor under Integrity Pact

i.Name: Sri. Nirmal Anand Joseph Deva,
Mob: 9000881570
Address: Flat No.201, MJR Devi Homes,
House No.1-10-59/1, Street No.2,
Beside Navatha Transport,
Ashoka Nagar, Near Himayath Nagar,
Hyderabad, Thelugana -500 020.
Email id: meghanadeva2022@gmail.com

ii.Name: Arun Kumar Gupta Mob No.:9833880764

Address: E-68B, Nandanvan CHS. Sector 17, Nerul,

Navi Mumbai, Maharashtra, Pin-400706

E-mail ID: guptaarung55@rediffmail.com

22. 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 reenactment 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."

IMPORTANT

DUE DATE & TIME: Due date for submission of tender is (Closing date) 26.08.2024 at 02.00 pm.

OPENING OF BIDS: The Technical Bids will be opened on 27.08.2024 at 02.00 PM electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

<u>VALIDITY OF OFFER:</u> 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: You are request to quote the rates inclusive of GST in GeM portal. In the provided BOQ, bidders are requested to quote price break up for fill all blue coloured cells.

RIGHT TO REJECT A BID: HOCL reserves the right to reject any bid due to reasons such as (a) Vendor not following above bidding procedures (b) Vendor not being technically acceptable to HOCL (c) Not enclosing EMD with the techno commercial bid or EMD paid being lesser than the stipulated amount (d) Vendor not agreeing with the general conditions of the tender. (e) Not enclosing any particular documents asked for (f) Any other valid reasons.

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

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HINDUSTAN ORGANIC CHEMICALS LIMITED

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

Tender No: HR/2024/009

CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS

NATURE.

TECHNICAL BID (FORM - A)

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

PRO-FORMA-TECHNICAL BID

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

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

Sl No.	Name of the Industry		od of ract	Work Order Value Rs.		
		From	То			

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

3. Details of EMD enclosed:	
DD NoDate	ed
4. PAN No:	
5. GST No	ements) signed and sealed is attached.
7. Annexure B (Labour Laws require	, •
•	ironmental Conditions) signed and sealed is attached
, <u>-</u>	tion of Blacklisting / Holiday Listing) duly filled, signed and sealed is
10. Annexure E(Bidder Information)	
11. Annexure F (Declaration regarding	g percentage of local content) duly filled, signed and sealed is attached
12. Annexure G (Bid Security Declara	ation).
13. Annexure H (Format of Integrity Page 13)	act) signed and sealed is attached.
14. Annexure I (Undertaking) signed a	and sealed is attached.
Annexure J (Declaration of Comp	pliance of Order)
16. Annexure- K(Declaration on Code	of Integrity for Public Procurement (COIPP))
	d & sealed in all pages along with all the Annexures and uploaded. ts signed & sealed in all pages (Tender Notice,
	f Contract, Copies of Experience Certificate, Work
Orders, EMD etc.)	
Signature of the Tenderer	:
Name of the Tenderer	:
Address	:
Mob . No.	
Email:	
D1 ·	

Date :

COMPLIANCE / NO-DEVIATION STATEMENT

Tender No: HR/2024/009

NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE 2024-26

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 :			
	-		

ANNEXURE - V

COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

Tender No: HR/2024/009

NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE 2024-26

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: PAD/2024/009

NAME OF WORK: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE 2024-26

1. EMD - NOT APPLICABLE TO MSME / SSI Units /PSUs Details of EMD enclosed: (YES/NO). DD No.______ Dated _____ Amounting to _____ Name of the Bank : _____ 2. Scope of Work, General Terms and Conditions (Annexure I to VI and A to J) (complete set of Tender Documents) to be **signed and stamped** on all pages, scanned and uploaded (YES/NO). 3. Proforma of Declaration of Black Listing/ Holiday Listing (Annexure D) - duly filled, signed and stamped, scanned and uploaded (YES/NO). 4. Bidder Information (Annexure - E) - put √ mark in front of your confirmation, signed and stamped, scanned and uploaded (YES/NO). 5. Self Declaration of percentage of local content (Annexure F) - duly filled, signed and stamped, scanned and uploaded. (YES/NO). 6. Bid Security Declaration (Annexure G) - duly filled, signed and stamped, scanned and uploaded (YES/NO). 7. Integrity Pact (Annexure-H) 8. Undertaking (Annexure I) - duly filled, signed and stamped, scanned and uploaded (YES/NO). 9. Declaration of Compliance of Order (Annexure J) - duly filled, signed and stamped, scanned and uploaded (YES/NO). 10. Copies of Experience, Signature of the Tenderer Name of the Tenderer Address Place: Date:

<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. Hand Gloves

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

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

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

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

5. Labour Laws & Provident Fund

You are requested to possess:

1. A License from the Labour Dept. under Contract Labour (Regulation and Abolition) Act 1970.

- 2. A separate PF Code under the Employee PF Act 1952 and also furnish details of CPF Contribution payment made with the Regional PF Commissioner.
- 6. Guidelines to Contractors/Suppliers for Environmental Protection
 - Contractors/suppliers shall ensure that impact due to the environmental aspects of goods and services is minimum.
 - Effluent generated during the activity is to be routed to effluent treatment plant as per the instructions given by the Engineer-in-Charge.
 - Hazardous waste generated during the activity is to be disposed in accordance with Hazardous Waste (Management & Handling) Rules as per the instructions given by the Engineer-in-Charge.
 - All other solid wastes are to be disposed as per the instructions given by the Engineer-in-Charge.
 - Avoid leaks and spills to minimise the impact on environment. In the case of any leaks/spills immediately inform Engineer-in-Charge to take appropriate corrective action.
 - If the item handled falls under hazardous category, please ensure that:
 - a. Product literature including MSDS/TREM Card etc. accompany the consignment.
 - b. Packing and labeling are in accordance with the requirement of Manufacture, Storage & Import of Hazardous Chemicals Rules.

7. B. Confined Space Entry

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

ANNEXURE - B

LABOUR LAWS – CHECK LIST

1. Contract Labour (Regulation & Abolition) Act - 1970

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

2. ESI Act 1948

A worker whose wages (excluding Overtime Wage) does not exceed 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.
 - 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. <u>Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act</u> 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
report to OWNER's Safety Department.

ANNEXURE - E ANNEXURE TO BID AGAINST TENDER NO_______ (KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

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

(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 t	he Bidder:						
Sr No.	Commercial Clauses	Bidder Confirmation(Please put √)					
1	Please mention whether you are a Class-I/Class II Local supplier.(Please see the definition given below)	Class I					
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					
We 17	e hereby declare that the percentage (%) of local content specified against ment e also understand that submitting False self-declarations and auditors will be in 5(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can the Rule 151 (iii) of the General Financial Rules along with such other actions	breach of Code of Integrity under Rule an be debarred for up to Two Years as					
	NTE:	SGNATURE AND STAMP					
Loca	al Content: - The amount of value added in India(Total value of item procure (including all customs duties) as a proportion of total value, in percentage.	d minus the value of imported content in the					
	ss I Local Supplier: - Supplier or service provider whose goods AND service tent equal to or more than 50%.	s or works offered for procurement has local					
	Class II Local Supplier: - Supplier or service provider whose goods AND services or works offered for procurement has loc content more than 20% but less than 50 %.						
Puro	chase Preference: -Will be as per the applicable Government order.						
DAT	TE:	SIGNATURE AND STAMP					

BID SECURITY DECLARATION

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER
No
I/Wehereby
declare that:
1, I will not revoke the tender within the stipulated period/Validity period OR increas
the quoted rates.
2. I will commence the work on intimating to start the work/on receipt of letter of
Indent.
 I will not withdraw or amend the tender or impair or I will not withdraw or amend the tender or impair or derogate from the tender in any respect within the period of validity of the tender.
4. I will furnish the required performance security within the specified period.
NAME AND ADDRESS OF THE BIDDER.
PLACE:
DATE: SIGNATURE & STAMP OF THE BIDDE

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

INTEGRITY PACT FORMAT

INTEGRITY PACT

Between

Hindustan Organic Chemicals Ltd(HOCL), a company formed and registered under the Companies Act,1956 and having its registered office at Ambalamugal P.O, Ernakulam Dist., Kerala-682302 hereinafter referred to as "The Principal",

And
......herein after referred to as "The Bidder/Contractor"

Preamble

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

- 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 passon 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.
- The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.
- 3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractors(s) with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairman and Managing Director, HOCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on HOCL Board.
- 8. If the Monitor has reported to the Chairman & Managing Director, HOCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, HOCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The word 'Monitor' would include both singular and plural.

10. Independent External Monitor Details:

i.Name: Sri. Nirmal Anand Joseph Deva, Mob: 9000881570
Address: Flat No.201, MJR Devi Homes, House No.1-10-59/1, Street No.2, Beside Navatha Transport, Ashoka Nagar, Near Himayath Nagar, Hyderabad, Thelugana -500 020.
Email id: meghanadeva2022@gmail.com

ii.Name: Arun Kumar Gupta Mob No.:9833880764

> Address: E-68B, Nandanvan CHS. Sector 17, Nerul,

> > Navi Mumbai, Maharashtra, Pin-400706

E-mail ID: guptaarung55@rediffmail.com

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 warded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman and Managing Director of HOCL.

Section 10 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ambalamugal, Kochi, Kerala.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 4. Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. The Bidder / Contractor signing this "Integrity Pact" shall not approach the courts while representing the matters to IEMs and he/she shall wait their decisions in the matter.

For & On behalf of the Principal (Office Seal)	For & On behalf of Bidder/Contractor(Office Seal)
Place:	
Date:	
Witness 1	Witness 2:
(Name & Address)	(Name & Address)

Annexure I

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

To

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

SUB: CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS
OF MISCELLANEOUS NATURE 2024-26

Ref: Tender ref. No. HR/2024/009

Sir,

(Seal)

We confirm that we have read and under stood all the terms and conditions of the Tender for CONTRACT FOR ENGAGING UNSKILLED LABOURERS FOR CASUAL JOBS OF MISCELLANEOUS NATURE 2024–26, HOCL, Ambalamugal. We further affirm that we have understood all the terms of Supply of Unskilled contract in HOCL including the wages payable to the workers there. We also understand that the workers engaged in the Unskilled are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the 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:

Annexure - J

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

decl	are,	in	my	capacity	as								. of	M/s
1. 2.	I hav subje restr	e rea ect of iction	d the (Restric s on p	led herein a Order (Publ ctions unde rocurement I the provisi	ic Pro r Rule t from	cureme 144 (xi a bidd	ent No.1) of the er of a o	, 2 & 3) Genera) dtd 23 I Financ	3 Jul 2 cial Ru	ules (0	GFRs), 20)17 reg	garding
	bidde appli M/S. cont not a SUPF appli	cable cable ractor applic PLIER cable	ity) is), has if any able), fulfills	not from subeen reg	ich a c sistere n such egiste ement regist	country d with n a cour red wit ts in th	or, is fro the Community or, in the Community or, is the Community or, is	om such compete is from compete rd and ompete	h a cour ent Aut such a ent Auth is eligi	ntry (thorit coun nority ible t	strike y. I try (si v. I he to be is att	fout whither (name of the control of	ichever certify of the which rtify the	r is not y that e sub- ever is at this Where
4.	M/s entit actio	 y) is f n in a	ound t	t the subm o be false, t ance with la eneral Finan	this was	ould be per Cla	a grour	nd for in	nmedia	 ite tei	rmina	(name tion and	of I furthe	bidder er legal
AUT	HORI	SED S	IGNAT	URE:										
DAT	E:													
Seal	/ Sta	mp of	Bidde	r										

ANNEXURE - K

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 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 : :



MEMIORANDUM OF SETTLEMENT ARRIVED AT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 ON 01st day of July, 2024 before shri. Jayanta kumar Bhattacharya, REGIONAL LABOUR COMMISSIONER (CENTRAL), COCHIN BETWEEN THE MANAGEMENT OF CONTRACTORS REPRESENTED BY HOCL CONTRACTORS ASSOCIATION AND THEIR WORKMEN REPRESENTED BY GENERAL AND CONSTRUCTION WORKERS UNION (CITU) AND COCHIN REFINERIES GENERAL WORKERS UNION (INTUC) ON OVER THE CHARTER OF DEMANDS AS PART OF LONG TERM SETTLEMENT OF CONTRACT WORKERS IN HOCL:

le No. 08/(56)/HOCL/2024/B1

Date: 01.07.2024

Representing the Employer:

Representing the Workmen:

Parties Present

	Representing the Contractors		Representing the Unions
	HOCL CONTRACTORS	1	General & Constructions Workers Union (CITU)
i.	IMPULSE HEAVY ENGINEERING Shri. Jafer SherifV.A., Proprietor		Shri.C K Mani Sankar, President
2.	BPASS ENGINEERING AND CONSTRUCTION Shri. Binto Varghese, Partner		Shr.i N K George, Gen. Secretary Shri. Chandrajan S C, Treasurer
		2.	Cochin Refineries General Workers Congress (INTUC), Ambalamugal
			Shri. Paulson P Peter , President
			Shri. Sudheesh Kumar K S., Gen. Secretary Shri. Manoj kumar P M, Vice President

SHORT RECITAL OF THE CASE

The Vice President, Cochin Refineries General Workers Union (INTUC), Ambalamugal, and The General Secretary of General and Construction Workers Union (CITU) vide their letter dated

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24.06.2023 raised an industrial dispute against the management of contractors represented by HOCL Contractors Association and their workmen represented by General And Construction Workers Union (CITU) and Cochin Refineries General Workers Union (INTUC) on over the charter of demands as part of long term settlement of contract workers in HOCL. The long term settlement dated 27.01.2021 between the management of contractors represented by HOCL and their workmen represented by General and Construction Workers Union (CITU) and Cochin Refineries General Workers Union (INTUC) pertaining to workers engaged by contractors in HOCL expired on 30.06.2023. Hence the Union has requested for the intervention of the Regional Labour Commissioner (Central), Cochin to resolve the issue. Accordingly, the issue was registered as an Industrial Dispute and joint discussions were fixed on 01.07.2024.

On 01.07.2024, the representatives of both the vendor/management as well as Union attended the joint discussions. During the joint discussions, after prolonged deliberation, the discussion was converted as conciliation proceedings and during the conciliation meeting, due to the constant persuasion and best efforts put in by the Regional Labour Commissioner (Central), Cochin and Conciliation Officer the parties concerned could reach consensus and an amicable settlement under Section 12 (3) of the Industrial Disputes Act., 1947 could be arrived at on the following terms and conditions:-

TERMS AND CONDITIONS OF SETTELMENT

1. The contractors Association have agreed to pay the daily wages to various categories of workers as mentioned below:

A. Civil works

SI	Type of works	Present Rate			01.07.2023 to 30.06.2025			01.07.2025 to 30.06.2027		
No		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Γotal
1	Unskilled heavy duty	595	175	770	625	195	820	660	220	880
2	Unskilled light duty	590	175	765	620	195	815	655	220	875
3	Mason	607	200	807	637	220	857	672	245	917
4	Carpenter	607	200	807	637	220	857	672	245	917
5	Bar bender	607	200	807	637	220	857	672	245	917
6	Grass cutter- Heavy duty	595	175	770	625	195	820	660	220	880

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7	Grass cutter- Light duty	594	175	769	624	195	819	659	220	879
8	Plant Cleaning -Heavy Duty	595	175	770	625	195	820	660	220	88)
9	Plant Cleaning -Light Duty	594	175	769	624	195	819	659	220	870
10	Rock Chiseling	600	175	775	630	195	825	665	220	885
11	DMC/Hand piling	600	200	800	630	220	850	665	245	910

or any manual concreting works of more than 35 bags of cement, workers who are engaged in such concreting works will be entitles to receive 50% extra wages over and above their normal wages. However, if the quantity of cement used in the concreting works on a day is less than 35 bags the vorkers engaged for the same will be entitled to received an extra amount of Rs. 1/- per bag of cement

B. Cleaning, Tank cleaning etc.

SI	Type of works	Present Rate			01.07.2023 to 30.06.2025			01.07.2025 to 30.06.2027		
No		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total
1	Unskilled workers (HD)	595	225	820	625	245	870	660	270	930
2	Unskilled workers (LD)	590	210	800	620	230	850	655	255	910
3	Cable Laying	595	245	840	625	265	890	660	290	950

C. Mechanical

SI	Type of works	Present Rate			01.07.2023 to 30.06.2025			01.07.2025 to 30.06.2027				
No		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total		
1	Helper	600	180	780	630	200	830	665	225	390		
2	Khalasi	610	220	830	640	240	880	675	265	940		
3	Rigger	617	228	845	647	248	895	682	273	955		
4	Grinder	625	228	853	655	248	903	690	273	963		
5	Gas Cutter	615	230	845	645	250	895	680	275	955		

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6	Electrician (Mechanical)	615	220	835	645	240	885	680	265	945
7	Electrician (Maint)	615	220	835	645	240	885	680	265	945
8	Asst. Electrician	600	180	780	630	200	830	665	225	890
9	Fabircator	630	226	856	660	246	906	695	271	966
10	Fitter	620	228	848	650	248	898	685	273	958
11	Instrument Tech	615	220	835	645	240	885	680	265	945
12	AC. Mechanic	615	220	835	645	240	885	680	265	945
13	AC. Asst Mechanic	600	180	780	630	200	830	665	225	890
14	Instrument Mech/ Elect	635	235	870	665	255	920	700	280	980
15	Electrician (Wire man)	623	180	803	653	200	853	688	225	913

D Tested Welders

SI		Present Rate			01.07.20	23 to 30.	06.2025	01.07.2025 to 30.06.2027		
No	Type of works	Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total
1	Pipe Welders	635	231	866	665	251	916	700	276	976
2.	Tank Welders	630	226	856	660	246	906	695	271	966
3	Structural Welders	620	228	848	650	248	898	685	273	958

F. Insulation works

ľ	SI	Type of works	Present Rate			01.07.20	23 to 30.	06.2025	01.07.2025 to 30.06.2027			
ł	No		Wages	Allow	Total	Wages	Allow	Total	Wages	Allow	Total	
	1	Lagger	630	230	860	660	250	910	695	275	970	
1	2	Fitter	630	230	860	660	250	910	695	275	970	
İ	3	Fabricator	630	235	865	660	255	915	695	280	975	
-	4	Khalasi	610	230	840	640	250	890	675	275	950	

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Allowances are provided to take care of expenditure such as food, conveyance, washing etc.

t is agreed that periodical Government Notifications on 'Minimum Wages' would be complied and Le total emoluments including weekly off wages would be reckoned for the calculation of 'Minimum Vages'.

t is agreed that 'wages' for the purpose of benefits mentioned in Clause II to VII below will be on le wages only and the Allowances will not be considered for the same.

GENERAL TERMS OF SETTLEMENT

REST DAY (WEEKLY OFF) AND ALLOWANCE

Agreed to allow a day of rest every week (rest day), which shall ordinarily be Sunday, for those workers who worked for six days (48 hours excluding over time hours) in a Calendar week during the contract period. To ensure uninterrupted work at Project site, it is agreed that the rest day to workmen engaged in project sites will be given on staggered basis, i.e., any of the seven days in a week, so as to ensure uninterrupted works at project sites.

BONUS

A greed to pay bonus to workers who have completed 30 days of attendance during the contract period at the rate of 16.5%.

LEAVE WITH WAGES

A greed to pay leave with wages to all workers at the rate of one day for every 20 days of work during the contract period.

GRATUITY COMPENSATION

Agreed to pay gratuity compensation at the rate of one day wage for every 16 days of attendance to workers who have completed 90 days of attendance during the contract period.

NOTICE PAY/RETRENCHMENT COMPENSATION

Agreed to pay Notice pay/Retrenchment Compensation to workers who have put in 175 days of attendance during the contract period, at the rate of one day wage for every 8 days of attendance subject to a maximum of 30 days wages.

NATIONAL AND FESTIVAL HOLIDAYS

Agreed to allow 13 (Thirteen) national and festival holidays to the workmen covered under the settlement provided they attend work either on the preceding/succeeding day of the holiday. It is also agreed to allow paid holiday on an election day as declared by the Central Government for Panchayat, Legislative Assembly of Parliament.

The following terms and conditions are also agreed between the parties:-

a. Normal working hours shall be from 08:00 hrs to 17:00 hrs and workers will work at site from 08:00 AM to 05:00 PM on all working days. Lunch break duration shall be of one hour between 12:30 hrs to 13:30 hrs. Tea Break of 15 minutes each in the morning and

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afternoon period shall be provided.

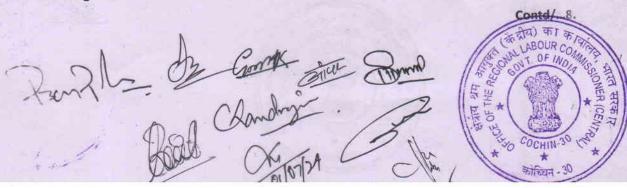
- b. For carrying out works beyond normal hours, contractors will decide on the number of workers to be retained for such jobs as per the requirement of Contractors. The workers so retained for overtime work, will be entitled for overtime wages at double the normal rate of wages and the workers are not entitled for any other emoluments. Overtime Payment shall be applicable for the additional time worked based on the recorded punch in and punch out time stamps.
- On Sundays/ other holidays, payment shall be made only for the actual working hours. Wherever a contractor engages his workers for working on Sundays/ other holidays, the workers will be entitled for overtime wages at double the normal rate of wages only for the actual hours of work engaged. If a worker leaves the site in between, the wages will be paid only for his/ her actual hours worked at site.
- d. For contract jobs requiring technically qualified/experienced workers, the contractors shall have the right to select workers based on the requisite qualification and/or experience in the respective trade/ discipline/ field and safety consciousness. Contractors shall also conduct Skill Test and/or interview along with the representative (s) of the HOCL for the selection of workers, ensuring the requirements of the HOCL If technically skilled workers are not available locally, contractors shall engage workers from other areas.
- e. Contractors will ensure that workers engaged for various jobs are medically fit to discharge duties.
- f. Non-reporting/availability of workers at work spot during normal working hours shall be treated as absent from duty. In case of such absence (including workers leaving the site), workers shall not be eligible for any wages for the period of absence. In case a worker wants to leave the work spot during normal working hours after reporting for work, he/she any do so after obtaining the written permission from the contractor or his authorized representative.
- g. The parties also agreed to maintain harmonious industrial relations during the period of settlement.
- 9. Safety: As complexity of HOCL operations and project related jobs have gone up, all workers shall give utmost importance to safety and shall not compromise safety under any circumstances. Each contractor shall be responsible for the safety of workers engaged by him provide Personal Protective Equipment (PPEs) to his workers. All workers shall use PPEs while attending duty and refusal to wear PPEs shall be viewed very seriously and appropriate disciplinary action, including termination, will be taken against the concerned

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workers (s).

- Discipline: Workers shall maintain good discipline at the work place and violations reported/noticed if any, shall be viewed seriously and respective contractor at his discretion may initiate appropriate disciplinary action including termination of the concerned workers (s). Workers are not permitted to bring mobile phones in to the HOCL/project work site. Contractors will initiate strict disciplinary action against workmen for any form of indiscipline/misconduct viz. violating safety rules, sleeping while on duty, smoking at work site, using Mobile Phones, reporting under the influence of alcohol and/ or narcotics/consuming alcohol at work place, absence from work place, idling, loitering, illegal work stoppage, damaging/ destroying property of contractor/ Principal employer etc.
- Turnaround Jobs: It is agreed that Turnaround Lump Sum Turn Key (LSTK) Contracts are critical contracts due to the safety of employees, plant and machineries, nature of the jobs, skills required, and timelines. The labour employed for such jobs require special skills, knowledge and experience on special tools and equipments. Therefore whenever any Turnaround activities are taken up in any plant or facilities of the Company, LSTK contractors will engage their own team with the requisite skills. Turnaround jobs will be considered as 'Essential category' and the employees engaged by the contractors for this job will attend duty on hartal/ strike days.
- House-keeping jobs: House-keeping jobs will continue as 'Essential category' and the employees engaged by the contractors for this job will attend duty on hartal/ strike days.
- Hartal/ strike: It is agreed that Unions will not resort to flash strike and will inform the Contractor and Principal Employer well in advance. The labour issues, if any will be resolved through discussions between the contractor and the unions. If the parties could not resolve the issues bilaterally, the matter to be discussed and settled before labour authorities. It is also agreed that contractors and unions will engage sufficient number of employees during hartal/strike days to carry out essential jobs in HOCL
- 14. Contractors will engage workers from local as well as outside the local area, including migrant labours, as per his requirement / required skill levels for all works including works inside the HOCL. Annual Maintenance Contracts as well as project works at the existing and future Projects at HOCL. Contractors will have the liberty to engage their workers for all their works at HOCL, without any intervention from the unions.
- Coercive payment of overtime wages for work done by workers during the normal working hours will be discontinued. Overtime will be given only for the actual duty hours. Contractors will decide on the number of workers to be engaged on OT and unions will not raise any demand on the contractors to engage their members on OT. Workers who are claiming OT wages without performing OT duty shall be terminated from the job.
- 16. No wages shall be demanded by workers on Strike days, when workers do not attend for



work. Similarly, no wages shall be paid for those hours when workers leave the work site for attending outside functions of Unions such as meeting, processions, dharnas etc.

- 17 Payment of wages, advance and final settlement to workers shall be made only through their respective bank account. Contractors shall ensure payment of wages as per the provisions of Payment of wages Act, 1936. Contractors shall also ensure recovery of tax as per Income Tax Rules.
- 18. Contractors and Unions will ensured that workers are fully engaged in their job during working hours and avoid idling of work force at work spot/site as they create significant damage to the work culture. Contractors will terminate the service of idling and indisciplined workers at work spot/site.
- 19 Demobilization of work: When the job is nearing completion, contractors will progressively demobilize/retrench workers as required and the union(s) will not resist such demobilization.
- 20. Work stoppage at site: it is agreed that unions will not resort to work stoppage at work spot/site and if any such work stoppage happen, the concerned workers will be responsible for the same and they will be terminated from the job.
- 21. Period of Settlement: The revised terms and benefits of this settlement will be effective for a period of four years with effect from 01.07.2023 to 30.06.2027 and shall continue to be binding on parties thereafter until terminated in writing in accordance with the provisions of Section 19 of the Industrial Disputes Act, 1947. This settlement will also be applicable to all other contractors who are awarded contracts in HOCL

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- a. Arrears will be given for the period from 01.10.2023 to 31.12.2023.
- b. ESI/PF will remit as per prevailing rules.
- c. PPE will issued by contractor on free of cost.
- d. Accordingly monthly salary of AMC and ARC works also increased by Rs. 1500/- for the first two years and will be an increment of Rs. 1800 for the last two years.
- Both the parties have agreed to report implementation on or before 16.07.2024 failing which 23. it will be presumed that the settlement is implemented.

SIGNATURE OF THE PARTIES

Representing the Employer

Representing the Unions

1. Inpulse Heavy Engineering

of Knorman **General & Constructions Workers** Union (CITU)

1. Shri. C. K. Mani Sankar

Contd/...9.



2. BPASS Engineering and Construction

Shri. Binto Varghese

2. Shri. N K George Garges

Cochin Refineries General Workers Congress (INTUC), Ambalamugal

1. Shri. Paulson P Peter

2. Shri Sudheesh Kumar K S

3. Shri. Manoj kumar P M

VITNESS:

1. Shri. Biju C.J., Dy. Manager HR, M/s HOCL

2. Smt. Bindhu Joseph, UDC, O/o Dy. CLC (C), Cochin

SIGNED ON THIS THE 01st DAY OF JULY, 2024 AT ERNAKULAM.

[JAYANTA KUMAR BHATTACHARYA] REGIONAL LABOUR COMMISSIONER (CENTRAL) COCHIN

