

HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)
Ambalamugal.P.O, Ernakulam Dist-Pin: 682 302
Kerala. Ph: (0484) 2720911, Fax: (0484) 2720893

HR/2024/015

DATE : 20.08.2024

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	<p>HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP FOR THE YEARS 2024-25 & 2025-26.</p> <p>HOCL Tender Ref : HR/2024/015</p>

Tender documents may be downloaded from www.hoclindia.com or <https://gem.gov.in/>.

Interested parties may please get registered with GeM portal (URL: <https://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: 17.09.2024, 14:00:00 Hours.

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

(ABHILASH R)
CHIEF MANAGER (HR)

HINDUSTAN ORGANIC CHEMICALS LIMITED

(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.hoclindia.com.

HR /2024/015

Date: 20.08.2024

M/s.

Dear Sir,

Hindustan Organic Chemicals Limited is a Government of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders for HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP FOR THE YEARS 2024-25 & 2025-26. HOCL has entered into an agreement with M/s. GeM Portal <https://gem.gov.in/>. You may please get registered as a vendor with GeM Portal for participating in this tender.

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

Tender documents are uploaded in HOCL website www.hoclindia.com and <https://gem.gov.in/>

Index of documents is attached herewith. You are requested to kindly go through the (i) Scope of Work (ii) General Terms and conditions of the tender (iii) Technical Bid (Form-A) (To enable us to ascertain the capabilities of vendor.) (iv) Compliance/ No-Deviation Statement (v) Compliance of General Conditions of Contract (GCC) (vi) Check List (vii) Annexure A to Annexure W with respect to ESI, PF, Labour Laws, Checklist of Labour Laws, Safety, Health and Environment conditions, Proforma of declaration of black listing/ holiday listing, Bidder Information, Bid Security Declaration, Undertaking, Integrity Pact, Declaration on Code of Integrity for Public Procurement, Bank Guarantee Format for EMD/Security Deposit, Declaration of Compliance of Order, Form of Declaration along with Submission of Tender, 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 (GSTN:32AAACH2663P1ZG)

(ABHILASH R)
CHIEF MANAGER (HR)

INDEX- TENDER NOTICE FOR HOUSE KEEPING AND WASTE

DISPOSAL WORK AT HOC TOWNSHIP FOR THE YEARS 2024-25 & 2025-26.

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HINDUSTAN ORGANIC CHEMICALS LIMITED

(A Government of India Enterprise)

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

Tender No: HR/2024/015**HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP FOR THE YEARS 2024-25 & 2025-26****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**

The scope of the work includes all such works which help in keeping HOC Township clean and tidy and shall maintain the Township Premises in good hygienic condition, which are broadly as under but are not exhaustive.

WORKS ON DAILY BASIS:**1. COLLECTION AND DISPOSAL OF WASTE FROM EACH FLAT.**

The waste materials are to be collected from the flats on daily basis and the same is to be taken away from the township premises for depositing at a convenient place of the contractor at contractor's risk and cost and disposed off in an environment friendly manner. The collection of waste shall be done from each door and shall be completed before 10.30 AM on all days.

2. CLEARANCE AND DISPOSAL OF WASTE FROM DUST BINS.

Dust bins are placed at various locations in the Township. All the bins are to be cleared on daily basis with proper segregation and waste so collected shall be taken away from the Township premises on the same day itself and disposed off in an environment friendly manner as per prevailing rules and standards. The bins are to be kept in good hygienic conditions and free from any foul smell.

3. SWEEPING AND CLEANING.

a) Community Hall: The Community Hall including the children's library and its surroundings are required to be swept and cleaned on daily basis. The waste materials so collected shall be taken away from the Township on the same day. The terrace & roof of the community hall is also required to be cleaned. The toilets inside the community hall shall be cleaned daily with good quality perfumed phenyl/detergents. Acid washing of ceramic closets & wash basins be done once in a month.

b) Security Cabins: There are 2 security cabins in the Township which are required to be cleaned every day.

c) Telephone exchange and Electrical Room: The floor as well as ceiling of the Telephone exchange and Electrical room are to be cleaned every day.

d) Staircases of buildings: The Staircases of each building and roof of each staircase and structures wherever possible are also to be cleaned every day.

d) Transit House: The floor including toilets and staircase of 4 Nos. of D Type Quarters presently being used as Transit House is to be washed with good approved quality detergent to make it dust free. The doors, windows all fixtures and fitting & furniture items to be rubbed every day with dry cloth. Acid washing of Ceramic Closets and wash basin shall be done.

e) Cleaning of Spider Webs: Common areas of all the buildings in the Township including transit house, community hall, security cabins, bus shelter etc. are to be cleaned daily to ensure that no spider web is developed in these areas.

f) The children's park at township is required to be swept every day.

WORKS TWICE IN A WEEK:

4. Internal Roads: The internal roads are to be kept cleaned. Sweeping and cleaning of the internal roads are to be done twice in a week preferably on all Wednesdays and Saturdays.

5. Pathway to the building and concreted area: The pathway to each building and also concreted area around each building are to be swept to keep the area clean.

6. MAINTENANCE OF CHILDREN'S PARK: The grass or other vegetation shall be cut periodically (maximum height 10 cm) to keep the park clean.

7. CUTTING OF GRASS AND OTHER WASTE GROWTH:

The grass and other waste growth in the Township premises are to be cut and the cut grass waste growth and decayed vegetation shall be removed from the Township on the same day of cutting. There should not be any growth of vegetation of any kind for more than 10 CM length in Township area.

Period: Done once in a month with Grass Cutting machine. For this at least two grass cutting machines in good condition with operators to be deployed.

The contractor should ensure that the growth of grass is not more than 10CM in length in the entire Township area. At the time of monthly inspection, if it is found that the grass cutting work is not done/ growth of grass is more than 10CM in length in a specific area, recovery will be initiated from the monthly bill @ Rs.20/- per sq. meter as penalty.

8. CUTTING AND DISPOSAL OF BRANCHES OF TREES:

The branches of Trees (except wood) causing inconveniences to inmates and hindrances to the building and other assets of Township are to be cut. The work shall be carried out as per instructions/directions from Officer in Charge in presence of security personnel. The cut branches are to be removed immediately after the work from the premises.

9. CLEANING OF DRAINAGE:

All the drainage in the township is to be cleaned once in a month followed with flushing of water. There should not be any foul odour from the drainage. Any chocking in drainage system at Township is to be attended immediately on getting information from the company authorized person.

10. WASTE DISPOSAL:

The waste materials collected during the execution of the above work shall be taken away from the Township on the same day of the collection by arranging suitable transportation. The dumping of the waste materials collected from the Township is to be done in an ENVIRONMENT FRIENDLY MANNER at a convenient place of the contractor outside the Township premises at contractor's risk, cost and control. The Company will not be responsible for any consequences, which may arise in the course of disposal of waste taken out of HOC Township. The contractor shall be solely responsible for the disposal of waste in an environment friendly manner outside HOC Township and HOCL will be free from any legal or other liabilities arising out of the same.

11. MOSQUITO CONTROL:

Spraying of pesticides in drainage and open area of the colony against mosquito shall be arranged on all Saturdays. For this two sprayers are to be made available with labourers. THE PESTICIDES SHALL BE SUPPLIED BY THE COMPANY.

12. Penalty for delay : Time is the essence of the contract. All other works except Grass Cutting Work should also be done in a time bound manner to keep the township premises neat and clean failing which **recovery will be initiated from the monthly bill as penalty subject to a maximum of 10% of the monthly bill.**

13. All the equipment / tools such as broomsticks, brushes, buckets, sickles, spades, detergents, etc. and Transportation shall be arranged by the Contractor. Pesticide for spraying against mosquito and hydrated lime powder shall be supplied by the Company.

14. Minimum 05 Nos of Workers and 01 Supervisor should be arranged daily by the contractor for the above work. A register for maintaining the attendance including the supervision to be maintained. Worker above the age of 58 years should not be engaged for the above works. The Wage Sheet, PF/ESI statements in the prescribed proforma and attendance details of Supervisors and Workers should be submitted along with the monthly bill.

15. In case of any pandemic situation during the contract period, necessary arrangements should be made for Disinfecting & Fumigating the Common area, Stair case & rails, Security Cabins, Guest House, Community Hall, Day Care Centre, Club Offices and other public spaces inside the township premises should be done at regular intervals with appropriate disinfectant as per the advice of the Officer In Charge.

16. A log book should be maintained for allotting works on daily basis and the details of works done should be entered in the log book which will be signed by the supervisor and should be submitted to the Officer in Charge on daily basis.

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

Tender No: HR/2024/015

HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP FOR THE YEARS 2024-25 & 2025-26

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. Contractor having Experience in House keeping work for minimum One year in Township/ Residential Complex/ Industries.
2. Experience in similar work i.e., Labour Supply/ Labour Oriented miscellaneous work in similar Industries shall also be considered.
3. 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 similar completed works costing not less than 18.48 Lakhs.
OR
 - b. Two similar completed works costing not less than 23.10 Lakhs.
OR
 - c. One similar completed work costing not less than 36.96 Lakhs.
4. Documentary proof for satisfactory performance of the work executed by the Party is to be submitted.
5. Average annual financial turnover during the last 3 years, ending 31st March 2024 shall be at least 13.86 Lakhs. Details of annual financial turnover to be submitted with documentary proof.
6. Details of current commitments with copies of Work Order to be submitted along with Technical Bid.

EARNEST MONEY DEPOSIT

Quotation shall accompany an EMD of Rs.92,500/-, can be paid through online transfer (NEFT/RTGS/IMPS) to the State Bank of India Account of M/s. Hindustan Organic Chemicals Limited. (State Bank of India A/C No.37881840330, Branch : CBD Belapur, Navi Mumbai, IFSC : SBIN0013551). Details of bank transfer (soft copy) should be uploaded/indicated along with technical offer by vendor. Quotations not accompanied with EMD, are liable to be rejected.

EMD of the tenderer will be forfeited under the following conditions:-

- a) After opening of the tender, the tenderer revokes his tender within the stipulated period/ validity period or increase his earlier quoted rates.
- b) If the Tenderer does not commence the work after awarding the contract.
- c) The Tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- d) The successful tenderer fails to furnish the required performance security within the specified period.
- e) EMD of the successful tenderer will be adjusted against the Security Deposit as per request.
- f) No interest on EMD will be paid.

EMD of unsuccessful tenderer shall be refunded after finalization of the contract and no interest shall be payable.

Signed and stamped "Bid Security Declaration" shall be submitted as Annexure 'H' along with the technical bid failing which the Tender will be rejected.

RATES

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

Any work which involves transfer of materials, KGST at applicable rate shall be deducted from the bill, unless a certificate to contrary is obtained from the State Goods and Services Tax Authorities.

PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

Total Performance Security shall be 10% of the contract value. It shall be furnished within 21 days after notification of award of contract and it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation by the contractor. In case of contracts with defect liability period, it shall be released after the defect liability period.

SECURITY DEPOSIT

- Total security deposit shall be 5% of total contract value.
- This shall 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.

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/ Instructions to start the work by officer in charge. If the performance of the contractor is not found satisfactory, the contract shall be terminated as per Works Policy/GCC.

SCOPE OF SUPPLY

AS PER SCOPE OF WORK AND GENERAL TERMS AND CONDITIONS OF CONTRACT.

TIME OF COMPLETION

The period of the contract shall be Two years from the date of issue of Work Order/ Instructions to start the work by officer in charge.

PAYMENT TERMS

The payment towards the bill will be made within 30 days from the date of submission of the bills with supporting/statutory documents. Proportionate deduction shall be made for non execution of any work from the corresponding bill.

CONTRACT PREFERENCE

Contract / Price Preference or any other concessions applicable for MSME / SSI Units /PSUs/SC-ST/Women Entrepreneurs/Start Up 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

OTHER TERMS AND CONDITIONS

1. The waste materials so collected during the execution of the work shall be taken away from the Township on the same day of the collection by arranging suitable transportation. A tempo/ suitable vehicle shall be arranged everyday for removing the waste materials from the Township premises at your cost. The dumping of the waste materials collected from the Township shall be done at your convenient place outside the Township premises at your risk, cost and control. HOCL shall not be responsible for any consequences which may arise in the course of disposal of waste taken out of HOC Township. You will be solely responsible for the disposal of waste in an **environment friendly manner** outside HOC Township and the Company will be free from any legal or other liabilities arising out of the same.
2. A log book is to be maintained by you regarding spraying against mosquito, grass cutting and flushing of the drains which is to be signed by one member of the Township Welfare Committee or one of the residents belonging to a particular block of flats where work is carried out. The log book so maintained shall be produced along with the monthly bill, for verification and shall be kept at Security Cabin.
3. The labourers deployed for the above work should be provided with necessary tools and equipments for carrying out the job. In case of any pandemic situations, all the labourers should be provided with PPEs (gloves, face masks, face shields etc). All protocols with respect to any pandemic to be followed as per the instruction of Officer in Charge.
4. This contract shall be read in conjunction with the General Conditions of Contract of HOCL or any other documents forming part of this contract.
5. You will strictly follow the Rules and Regulations under Contract Labour(Regulation and Abolition)Act, 1970 and Kerala Contract Labour(Regulation and Abolition)Rules 1971 or any other Act /Rules applicable to your labourers deployed at our Township for the above work.
6. You shall issue token to each and every labourers engaged by you. You should ensure that the labourers are carrying their token without failure.
7. You shall be liable to pay contribution to the ESI for all the contract labourers engaged by you from time to time and for this purpose necessary ESI form should be filled in and submitted to HR Dept. immediately if any new labourer has been engaged.
8. All the labourers engaged by you should be covered under **CPF** scheme. It is your responsibility to see that the contribution under PF scheme is made every month for the labourers engaged by you.
9. You shall ensure that the labourers engaged by you should follow the instructions given by the HOC Management/Security from time to time. All required PPEs should be provided by you.
10. You will have to abide by the provisions of other Central and State Government Acts and Rules as applicable to your labourers.
11. The terms, 'daily', 'every day' and 'all days' used in this work order refers to all the 365 days in the year including Sundays and holidays and all the work mentioned above on daily basis shall be carried out every day including Sundays and holidays. Proportionate deduction shall be made for non-execution of any job on any day.

12.AGREEMENT:

The successful tenderer/contractor, shall execute an agreement with the company in the prescribed format on non-judicial stamp paper of appropriate value within 21 days from the date of issue of work order at his/her cost and expense.

The format of the agreement is given in our GCC and forms part of this tender.

13. The amount to be quoted for the contract will be for all the works mentioned in the scope. However, the wages payable to the House Keeping staff in the locality is as per the agreement for wage settlement between the contractors and labour unions functioning in the locality. The contractor is bound to pay wages and other benefits to the workers as per the above settlement which is renewed from time to time. Hence before quoting the rates, the contractors/bidders are advised to ascertain the following:

i. Rates of wages payable to different categories of labourers in the area as per the agreement.

ii. The costs related to food waste disposal, plastic waste disposal, grass cutting using machine, drainage cleaning, cutting branches of tress, pest control etc.

HOCL shall not be responsible for the payment of wages to the workers engaged by the contractor.

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

Before submitting the Tender, the Contractor should inspect the site and understand all the matters/works in connection with the House Keeping and Waste Disposal Work at HOC Township.

14. DOCUMENTS TO BE UPLOADED IN THE TECHNICAL BID:

- 1.Copies of Work Order & Turnover as per Pre Qualification Criteria.
- 2.EMD Details
- 3.Copy of GSTN Certificate, PAN Card.
- 4.Details of Office premises in Kerala including contact person, Address, telephone, E-mail ID etc.
- 5.Annexure I-VII and Annexure A to W duly filled and stamped.

15. Office in Kerala: The bidder should have an office in Kerala with valid GST No.

16. INTEGRITY PACT:

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

Independent External Monitor under Integrity Pact

i.Name: Shri. NirmalAnand Joseph Deva, IFoS (Retd.)
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, Telangana -500 020.
Email id: meghanadeva2022@gmail.com

ii.Name: Shri. Arun Kumar Gupta, Ex-CMD, SCI
Mob : 9833880764
Address: E-68B, Nandanvan CHS.
Sector 17, Nerul, Navi Mumbai,
Maharashtra, Pin-400706
E-mail ID: guptaarung55@rediffmail.com

17. 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."

DUE DATE & TIME: Due date for submission of tender is (Closing date) **17.09.2024 at 02.00 pm.**

OPENING OF BIDS: The Technical Bids will be opened on **18.09.2024 at 02.00 PM** electronically. Technically acceptable bidders will be informed about the date and time of opening of the price bids by emails.

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

PRICED BID SUBMISSION- BOQ (Bill of Quantity)

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 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.

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

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

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

Tender No: HR/2024/015

HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP FOR THE YEARS 2024-25 & 2025-26

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:- HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP FOR THE YEARS 2024-25 & 2025-26

1. Details of Experience and current commitments (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	Rs.
2022-23	Rs.
2023-24	Rs.

1. PAN No:
2. GST No:

Details of EMD :

Amount :

Online Transaction Type, Reference No. & Date :

- 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 (Declaration of Blacklisting / Holiday Listing) duly filled, signed and sealed is attached**
- 5. Annexure E (Bidder Information) duly filled, signed and sealed is attached**
- 6. Annexure H (Bid Security Declaration) signed and sealed is attached.**
- 7. Annexure I (Undertaking) signed and sealed is attached.**
- 8. Annexure K (Integrity Pact) signed and sealed is attached.**
- 9. Annexure L (Declaration on Code of Integrity for Public Procurement) signed and sealed is attached.**
- 10. Annexure Q (Bank Guarantee Format for EMD/Security Deposit) signed and sealed is attached.**
- 11. Annexure R (Declaration of Compliance of Order) signed and sealed is attached.**
- 12. Annexure W (Form of Declaration along with Submission of Tender)**

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 details, GST, PAN etc.)

Signature of the Tenderer :

Name of the Tenderer :

Address :

Mob No. :

E-mail ID:

Place :

Date :

COMPLIANCE / NO-DEVIATION STATEMENT

Tender No: HR/2024/015

**NAME OF WORK: HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC
TOWNSHIP FOR THE YEARS 2024-25 & 2025-26**

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 :

COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

Tender No: HR/2024/015

**NAME OF WORK: HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC
TOWNSHIP FOR THE YEARS 2024-25 & 2025-26**

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 :

Place : SEAL

Date :

CHECK LIST

Tender No: HR/2024/015

**NAME OF WORK: HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC
TOWNSHIP FOR THE YEARS 2024-25 & 2025-26**

1. EMD - NOT APPLICABLE TO MSME / SSI Units /PSUs

Details of EMD enclosed: (YES/NO).

Online Transfer Ref. No. _____ Dated _____ Amounting to _____

Name of the Bank : _____

2. Scope of Work, General Terms and Conditions (**Annexure I, II, III, IV, V, VI, A, B & C**(complete set of Tender Documents) to be **signed and stamped** on all pages, scanned and uploaded **(YES/NO)**.
3. Proforma of Declaration of Black Listing/ Holiday Listing (**Annexure D**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
4. Bidder Information (**Annexure - E**) - put **✓ mark** in front of your confirmation, signed and stamped, scanned and uploaded **(YES/NO)**.
5. Bid Security Declaration (**Annexure H**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
6. Undertaking (**Annexure I**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
7. Integrity Pact (**Annexure K**) – duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
8. Declaration of Code of Integrity for Public Procurement (**Annexure L**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
9. Bank Guarantee Format for EMD/Security Deposit (**Annexure Q**) – duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
10. Declaration of Compliance of Order (**Annexure R**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.
11. Form of Declaration along with Submission of Tender (**Annexure W**) - duly filled, signed and stamped, scanned and uploaded **(YES/NO)**.

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 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.

8. **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.**

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.

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 of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put V in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
2-i	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
2-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
3-i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012. <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number <input type="checkbox"/> Not Applicable
3-ii	Submitted valid document against clause no 3i	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
4-i	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

4-ii	<p>Whether the proprietor of “MSME” enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4-iii	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	<p>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY:</p> <p>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</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
<p>DATE:SIGN AND STAMP OF BIDDER</p>		

.....

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 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 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 HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP
FOR THE YEARS 2024-25 & 2025-26**

Ref: HOCL Tender Ref : HR/2024/015

Sir,

We confirm that we have read and understood all the terms and conditions of the Tender CONTRACT FOR HOUSE KEEPING AND WASTE DISPOSAL WORK AT HOC TOWNSHIP, IRIMPANAM, ERNAKULAM DIST. FOR THE YEARS 2024-25 & 2025-26.

We further affirm that we have understood all the terms of House Keeping contract in HOC Township , Irimpanam, Ernakulam Dist. including the wages payable to the workers there. We also understand that the workers engaged in the House Keeping work are governed by a settlement for payment of wages. We are fully aware of the wage settlement and the wage & allowances payable to the House Keeping 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)

(INTEGRITY PACT)

INTEGRITY PACT : Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions. 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

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

Preamble

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

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

Section I - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

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

Section II- 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 cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) /contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section II above or in any other form 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.

(2) If the Bidder / Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, Principal may after following due procedures also exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

(3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, Principal may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

1. If PRINCIPAL has disqualified the Bidder from the tender process prior to the award under Section III, PRINCIPAL may forfeit the Bid Guarantee under the Bid.

2. If PRINCIPAL has terminated the contract under Section III, the PRINCIPAL may forfeit the Contract Performance Guarantee of this contract besides resorting to the remedies under the contract.

Section V - Previous Transgression

1. The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department 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 or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

1. The PRINCIPAL will enter into agreements with identical conditions as this one with all Bidders

2. The Principal will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If the PRINCIPAL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if the PRINCIPAL has substantive suspicion in this regard, the PRINCIPAL will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor / Monitors

1. The PRINCIPAL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT / IFB.
2. The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum-Managing Director, PRINCIPAL, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, PRINCIPAL, giving joint findings.
3. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, PRINCIPAL.
4. The Bidder(s) / Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of PRINCIPAL related to this contract including that provided by the Contractor / Bidder. The Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
5. The PRINCIPAL will provide to the IEM information as sought by him which could have an impact on the contractual relations between PRINCIPAL and the Bidder/Contractor related to this contract.
6. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, PRINCIPAL and request the Chairman-cum-Managing Director, PRINCIPAL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to PRINCIPAL and the Bidder / Contractor, as deemed fit, to present its case before making its recommendations to PRINCIPAL.
7. The IEM will submit a written report to the Chairman-cum-Managing Director, PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by PRINCIPAL and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the IEM has reported to the Chairman-cum-Managing Director, PRINCIPAL, a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India, and the Chairman-cum Managing Director, PRINCIPAL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
9. The word 'IEM' would include both singular and plural.

10. Independent External Monitor Details

i.Name: Shri. NirmalAnand Joseph Deva, IFoS (Retd.)
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, Telangana -500 020.
Email id: meghanadeva2022@gmail.com

ii.Name: Shri. Arun Kumar Gupta, Ex-CMD, SCI
Mob : 9833880764
Address: E-68B, Nandanvan CHS.
Sector 17, Nerul, Navi Mumbai, Maharashtra, Pin-400706
E-mail ID: guptaarung55@rediffmail.com

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of PRINCIPAL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
4. Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
5. Views expressed or suggestions / submissions made by the parties and their commendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes / differences arising out of the subject contract.
6. Should one or several provisions of this agreement turnout 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.

For & on behalf of the Principal (Office seal)

For & on behalf of Bidder/Contractor (Office seal)

Place :

Place :

Date :

Date :

Witness 1 (Name & Address)

Witness 2 (Name & Address)

.....
.....
.....

.....
.....
.....

ANNEXURE - L

Declaration on Code of Integrity for Public Procurement (COIPP)

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

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

and

- vi. **“Obstructive practice”**: materially impede HOCL’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and / or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

I, further declare that:

- i. I shall be obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract and failure to do so would amount to violation of this code of integrity;

and

- ii. I, in any previous transgressions of such a code of integrity with any entity in any country during the last three years or I have been debarred by any other procuring entity. Failure to disclose, would amount to violation of this code of integrity;

Yours faithfully,

Signature and Stamp of bidder :
Name of the Bidder :
Place :
Date :

ANNEXURE – Q

BANK GUARANTEE (FOR EMD / SECURITY DEPOSIT)

Bank Guarantee No.
Bank Guarantee issue date
Bank Guarantee amount
Bank Guarantee Period from

To,
Hindustan Organic Chemicals Limited
Ambalamugal P O, Ernakulam District,
Kerala - 682302

In consideration of Hindustan Organic Chemicals Limited having its registered office at Ambalamugal P O, Ernakulam District, Kerala - 682302 (hereinafter referred to as HOCL, which expression shall include all its successors, administrators, executors and assigns) having issued an advertisement for open tender Enquiry No. _____ dated _____ for _____.

_____ (Name of the Party) having its Registered Office at (Full address of the party) (hereinafter referred to as _____, which expression shall include all its successors, administrators, executors and assigns) against the submission of the Bank Guarantee of Rs. _____ /- (Rupees _____ only) for Earnest Money deposit / Security Deposit (strike out whichever is not applicable).

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

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

The Bank further agrees that HOCL shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said supply or to extend time of performance by the said _____ (Name of the Party) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in HOCL

against the _____ (Name of the Party) and to forebear or enforce any of the terms and conditions relating to the said supply and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said _____ (Name of the Party) or for any forbearance, act or omission on the part of HOCL or any indulgence by HOCL to the said _____ (Name of the Party) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

The Bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the finalization of the tender enquiry No. _____ dated _____ all dues of HOCL under or by virtue of this supply have been fully paid any its claim satisfied or discharged or till HOCL discharges this Guarantee in writing, or till _____ whichever is earlier. However, HOCL shall have the right to lodge claim up to 6 months from expiry of validity date of Bank Guarantee. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Customer any or that of HOCL.

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

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

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

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

Not with standing anything contained here above. 1. Our liability under this bank guarantee shall not exceed Rs. _____ /- (Rupees _____ only). 2. This bank guarantee shall be valid up to _____. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.

Place :

Date :

Annexure - R

**Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on
Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned,..... (full names), do hereby declare, in my capacity as of M/s(name of bidder entity), that:

1. The facts contained herein are within my own personal knowledge.
2. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
3. I certify that M/s(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I further certify that M/S.....(name of the sub-contractor if any) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

ANNEXURE -W
FORM OF DECLARATION ALONG WITH SUBMISSION OF TENDER
(On Bidder / Contractor letterhead)

From

To

HINDUSTAN ORGANIC CHEMICALS LTD
Ambalamugal

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

Dated this _____ day of _____ 20__

Signature of tenderer(s) with seal of the firm