



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3874287
Dated/दिनांक : 25-08-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-09-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-09-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals
Organisation Name/संगठन का नाम	Hindustan Organic Chemicals Limited
Office Name/कार्यालय का नाम	Ambalamugal,ernakulam
Total Quantity/कुल मात्रा	7000
Item Category/मद केटेगरी	MS BARRELS (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	Split the quantity of 7000 Barrels among two vendors in the ratio of 70:30 to ensure the continuity of supply. The splitting will be as follows. The lowest quoted vendor will be awarded 70% of the tender quantity and L2 will be awarded 30 % of quantity provided he matches the L1 rate. If L2 does not match the L1 rate, then L3 will be offered to match the L1 rate and so on. If no party matches the L1 rate, the full quantity will be ordered on L1 vendor. If a newly introduced vendor becomes the L1, then the splitting ratio will be 50:30:20 between the L1, L2 & L3 vendors on matching the L1 rate. The performance of the new vendor will be closely monitored for the first two months with regards to Quality of barrels supplied and adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOCL may cancel the order and allot the quantity between the next 2 lowest vendors following 70:30 ratio.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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Reserved for MSE

Reserved for MSE	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

MS BARRELS (7000 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification	Download
Document/क्रेता विशिष्टि दस्तावेज़	

Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Balachandran B	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	Quantity/मात्र	Delivery to start after/प्रारम्भ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			7000	1	90

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.

- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. **Generic**

Staggered Delivery: The ordered items shall be supplied in a staggered manner. (

2330
Quantity shall be supplied within
10
days of contract placement and thereafter
2330
Quantity per Month)

9. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

11. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

12. **Generic**

The seller is required to print logo as per buyer's requirement.

13. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

14. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

15. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

16. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

17. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

18. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

19. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the

date of bid opening (to be uploaded with bid):

BIS certificate & Documentary proof like valid UDYAM registration certificate/NSIC certificate should be submitted along with technical bid.

21. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

22. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

23. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 7 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

24. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Stenciling of HOCL emblem and Product details on the barrel has to be done.
2. Phenol drums are painted Olive Green and Acetone drums Cherry Red for easy identification.
3. Indian Institute of Packaging certification to be provided by the vendor, whenever required by HOCL.
4. Please submit duly signed and stamped specification and tender terms along with technical bid.
5. Integrity Pact, Commercial Terms, Bid security declaration, Compliance form for land border as per give

n annexures should be filled, signed and submitted along with technical bid.

6. Technical evaluation will be done as per our specification given.

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25. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

26. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

HINDUSTAN ORGANIC CHEMICALS LTD
(A Government of India Enterprise)
AMBALAMUGAL, COCHIN – 682 032
Phone: (0484) 2720911, FAX No. (0484) 2720893

MAT/PUR/10902/23

25.08.2023

M/s.

Dear Sir,

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e tenders **for supply of 7000 Nos. of MS Barrels 200/210 Litre capacity, 18 gauge thickness and conforming to IS-1783 (Part-I) 2014 Grade A or Latest.** Detailed specification is given in the tender documents. This quantity is the approximate requirement for **3 months.** The above Barrels are to be used for the packing of our products Phenol and Acetone which are hazardous chemicals.

Tender documents are uploaded in HOCL website www.hoclindia.com and in GEM Portal.

The details of the tender are as shown in **INDEX** enclosed

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 Ltd.

B.BALACHANDRAN
GENERAL MANAGER (MATERIALS)

INDEX - TENDER DOCUMENTS FOR MS BARRELS

1	Specification of MS Barrels	Annexure-I
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7	Integrity Pact Format	Annexure-VII

ANNEXURE-I

SPECIFICATION OF M.S.DRUMS (M.S.BARRELS)

200/210 Ltrs. Nominal capacity M.S. Barrels fabricated out of 18G (1.25mm) nominal thickness CRCA sheets. Body seam electrically resistance welded. Both ends triple seamed incorporating latex seaming compound. Top end fitted with one 50mm and one 20mm drum closures with gaskets. Body provided with 2 expanded rolling hoops. Externally finished with one coat of enamel paint. The barrels conform to BIS Specification No.IS-1783 (Part 1)2014 Grade A OR Latest with the following dimensions:

Height : 878.0 +/- 5mm

Internal dia : 571.5 +/- 2mm

External dia : 596.0 max

Stenciling of HOCL emblem and Product details on the barrel has to be done.

Phenol drums are painted Olive Green and Acetone drums Cherry Red for easy identification.

Indian Institute of Packaging certification to be provided by the vendor, whenever required by HOCL.

ANNEXURE - II

Eligibility criteria for participating in the bid

Offers of bidders who satisfy the following Eligibility Criteria only will be considered.

- (1) This procurement is **reserved for purchase from MSE** . The bidder must be the manufacturer of the offered product and should be registered with MSE. DOCUMENTARY PROOF LIKE VALID UDYAM REGISTRATION CERTIFICATE/NSIC CERTIFICATE ETC SHOULD BE PRODUCED ALONG WITH TECHNICAL BID.
- (2) Vendor should have adequate manufacturing and financial capacity to supply HOCL's requirement of 2330 Nos. barrels per month as per the HOCL specification given.
- (3) Vendor should have valid BIS license.

Vendor should provide documentary evidences for all the above along with the Technical Bid.

ANNEXURE-III

GENERAL CONDITIONS OF TENDER FOR THE PROCUREMENT OF MS BARRELS

1. **QUALITY:** M S Barrels shall be of 18 gauge and have to confirm to BIS specification No: IS-1783 (Part – I) 2014 Grade A OR Latest. Detailed specifications are given in the attached Annexure – I. Any bid received for Barrels other than of above specification shall be rejected.
2. **QUANTITY:** The quantity of **7000 no's of Barrels** mentioned in the tender is the tentative total quantity of Phenol and Acetone barrels to be supplied in different colours during the **3 months** from the date of placement of purchase order. Our average requirement in a month will be around **2330 Nos**. The actual requirement however may vary +/- 25 % of tendered quantity and no guarantee can be given for the minimum quantity of monthly upliftment or total upliftment and the vendor has to supply as per HOCL requirement.
3. **PRICES : FIRM PRICES**
Unless otherwise specified in the order, the order prices shall remain FIRM and will not be subject to escalation of any description during pendency of the order, notwithstanding any change in the cost of materials or of labour or any other cost element which may take place while this order is being carried out.
As per GeM standard term, the quoted price should be all inclusive (i.e., freight, GST, duties etc.) for delivery at our factory at HOCL, Ambalamugal, Ernakulam District, Kerala. Please indicate the GST rate, HSN code and GSTIN of your firm. Purchaser's GSTIN is 32AAACH2663P1ZG.
4. **PAYMENT TERMS:** As per GeM standard payment terms (Within 10 days from the date of CRAC).
5. **SUPPLY SCHEDULE:** In the event of placement of purchase order on a vendor, HOCL shall be intimating the supply schedule 7 to 10 days in advance and vendor shall be bound to supply the barrels as per the schedule
6. **VALIDITY OF OFFER :** Offer shall be valid for a minimum period of **60 days** from the last date of submission stipulated for the tender.
7. **EARNEST MONEY DEPOSIT (EMD) :NIL**
8. **SECURITY DEPOSIT:** Successful bidder will have to pay a **Security deposit of 5%** of the order value towards satisfactory performance of the contract. SD has to be submitted by way of Bank Guarantee from a Scheduled bank within 21 days of placement of Order. SD will be forfeited in the event of any breach of contract by the supplier. SD will be refunded to the contractor within 60 days of completion of contract. SD is exempted to PSU vendors.
9. **PACKING:** The Barrels are to be despatched tightly closed with the lids so that the lids do not fall off during transportation. Barrels are to be received at HOCL in clean, neatly painted condition. Vendor shall use proper packing materials to ensure the above. Barrels are to be covered with

tarpaulin use proper packing materials while despatching in trucks to prevent them from getting wet or being exposed to dust or getting damaged in transit.

10. **TRANSPORTATION:** Shall be arranged by the vendor.
11. **PAINTING AND STENCILLING OF BARRELS:** Barrels are to be coated with good quality paint. Colours shall be as required by HOCL. The matter as required by HOCL must be stenciled on the barrels. This will be intimated at the time of placing the purchase order. The price quoted by vendor shall be inclusive of all charges and no separate charges shall be payable for painting / stenciling.
12. **UN CERTIFICATION:** Wherever required by HOCL, the vendor shall arrange to get the barrels UN Certified by the Indian Institute of Packaging, Chennai. This is required for export purpose. In such cases, the charges applicable shall be paid by HOCL to the vendor at actuals based on copy of bills of Indian Institute of Packaging.
13. **INSPECTION:** The M S Barrels shall be subject to weighment and inspection on receipt at HOCL site (Average weight of one MS Barrel should be 22 kg +/- 0.50 kg). HOCL reserves the right to reject the barrels if found not to be of acceptable quality. In such a case, deductions shall be made from the bills of the vendor. Vendor shall make own arrangements for lifting the rejected barrels from the premises of HOCL at own cost.
14. **TRANSHIPMENT NOT ALLOWED:** Barrels shall not be subjected to transshipment and shall be directly despatched from vendor's factory to HOCL, Ambalamugal.
15. **TESTING OF BARRELS BY MANUFACTURER:** Barrels shall be tested by the vendor as required by the BIS standards before despatch to HOCL. Test certificates to be despatched along with each loads.
16. **WEIGHMENT OF BARRELS:** The MS Barrels received in trucks shall be weighed at HOCL weigh-bridge and for any abnormal reduction in weights due to not using CR coils of proper gauge will lead to rejection of barrels or deduction of payment based on weights depending on the actual variation.
17. **SPLITTING OF PURCHASE ORDERS :** HOCL reserves the right to split the quantity of **7000 Barrels** among two vendors in the ratio of **70:30** to ensure the continuity of supply. The splitting will be as follows. The lowest quoted vendor will be awarded 70% of the tender quantity and L2 will be awarded 30 % of quantity provided he matches the L1 rate. If L2 does not match the L1 rate, then L3 will be offered to match the L1 rate and so on. If no party matches the L1 rate, the full quantity will be ordered on L1 vendor. If a newly introduced vendor becomes the L1, then the splitting ratio will be 50:30:20 between the L1, L2 & L3 vendors on matching the L1 rate. The performance of the new vendor will be closely monitored for the first two months with regards to Quality of barrels supplied and adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOCL may cancel the order and allot the quantity between the next 2 lowest vendors following 70:30 ratio.
18. **RECONDITIONED BARRELS NOT ACCEPTABLE:** The vendor is expected to supply only new barrels and reconditioned barrels shall not be acceptable. The barrels are intended for packing Phenol and Acetone which are toxic/ corrosive/ explosive in nature. Poor barrel quality will affect safety in

handling and purity of these chemicals. Therefore vendors are expected to maintain high standards of product quality. Vendors must have an excellent quality control system.

19. **TO PROCURE FROM ALTERNATIVE SOURCE** : In the event of non-supply by the vendor on whom purchase order is placed, HOCL reserves the right to procure barrels of same quality from an alternative source and recover from the vendor, the additional cost incurred to HOCL.
20. **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) Non submission of EMD payment details 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) Vendor currently not having BIS certification for barrels (g) Any other valid reasons.
21. **PURCHASE PREFERENCE**: As per existing policy of purchase /price Preference or concessions applicable for **SSI/MSME Units (Price preference – up to 15%)**. Barrels/Drums are to be exclusively procured from SSI/MSME units. However decision regarding the purchase /price Preference or any other concessions applicable for SSI Units /PSUs will be as per latest Government Of India Directives only. **For availing this benefit, the bidder should make their claim in the Technical Bids itself and enclose necessary documentary evidence to prove their eligibility.**
22. **RESTRICTION ON PROCUREMENT FROM BIDDER WHO SHARES THE LAND BORDER WITH INDIA**
 - a) Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020)Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.
 - b) All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure VI along with the bid.
23. The GeM standard term for delivery, payment and price is as follows:
 - i. GeM Std. Payment terms: 100% payment will be released within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and submission of bills.
 - ii. Delivery : Free Delivery at Site basis including loading/unloading.
 - iii. Price: Quoted price is all inclusive (i.e., freight, taxes and duties etc.)

Pls. note that no deviation is allowed in the above terms, So please ensure that the rate quoted against GeM tender is all inclusive value i.e inclusive of all taxes and duties and on delivered basis and also the payment term shall be within 10 days from the date of receipt & acceptance of material at site.

24. **DISPUTES:** In the event of a contract being executed, all cases of disputes between seller and buyer shall be settled amicably between the parties through mutual discussion and failing that, such disputes, difference, questions or claims shall be settled through arbitration as per Indian arbitration and Conciliation act 1996 or any amendments from time to time. The seat of the Arbitration shall be at Kochi and decision of the arbitration shall be final and binding on both the parties.
25. **JURISDICTION:** All questions, disputes or differences arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala, India only:
- a) When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.
 - b) When the contract is with foreign supplier, the supplier has the option to choose either Indian arbitration and Conciliation Act, 1996 or arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules.
26. **INTEGRITY PACT :** Bidder is required to sign the Integrity Pact with HOCL as per format & terms and conditions enclosed with tender in Annexure-VII. 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.

GENERAL MANAGER (MATERIALS)

.....

10902 /23- TENDER FOR THE SUPPLY OF MS BARRELS - TERMS AND CONDITIONS

ANNEXURE IV-A

COMMERCIAL TERM FORMAT

(Please fill up the details mentioned below in your letter head and upload along with your bid)

FOR OFFERS THROUGH NIC CP PORTAL, VENDORS CAN OFFER THEIR BASIC RATE, FREIGHT CHARGES AND GST IN THE BOQ ITSELF

FOR OFFERS THROUGH GEM PORTAL (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)

PAYMENT TERM IS WITHIN 10 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE

RATE QUOTED SHOULD BE INCLUSIVE OF GST AND FREIGHT CHARGES TO DELIVER THE MATERIAL AT SITE

Sl.No	DETAILS REQUIRED	
1	Name and Address of Organization	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	Whether BIS certified (If yes, enclose copy of BIS Certification)	Yes/No
11	Validity of offer	
12	Delivery period	
15	Deviation in specification/ terms and conditions if any	

I/We here by confirm that, I/We have not been blacklisted in the past by any Public Sector Undertakings/ Government organizations.

Signature and Stamp

ANNEXURE – IV-B**(KINDLY FILL THIS SHEET AND SUBMIT IN –COMMERCIAL TERM FORMAT-B)**

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
2i	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
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. <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
4i	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
4ii	Whether the proprietor of “MSME” enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4iil	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> 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 conditions as per the enquiry. Non-acceptance or deviation to HOCL’s standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE:SIGN AND STAMP OF BIDDER		

ANNEXURE – IV-C**COMMERCIAL TERM FORMAT-C**

(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 COMMERCIAL/TECHNICAL BID)

NAME OF 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 Class II
2	Specify the percentage (%) of local content.	_____ %
3	Details of location at which the local value addition is made.	
4	Mention whether the product offered is manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and there is a technology collaboration agreement / Transfer of technology agreement	Yes / No

SELF DECLARATION OF LOCAL CONTENT

We hereby declare that the percentage (%) of local content specified against mentioned against Sr.No.2 is _____%. We also understand that submitting False self-declarations and auditors will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to Two Years as per the Rule 151 (iii) of the General. Financial Rules along with such other actions as may be permissible under Law.

Definitions

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

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

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

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

DATE

SIGNATURE AND STAMP

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 receipt of Purchase Order.
3. I will not withdraw or amend the tender or impair or derogate from the tender in any respect within the period of validity of the tender.
4. I will furnish the required performance security within the specified period.

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER

COMPLIANCE TO CLAUSE W.R.T MANADATORY REGISTRATION OF VENDORS FROM COUNTRIES SHARING LAND BORDER WITH INDIA,WITH DPIIT

Date:

TO WHOMSOEVER IT MAY CONCERNS

"I have read The clause titled restrictions on procurement from a bidder of a country which shares a land border with India.

I certify that M/s.....(Name Bidder) is not from such a country

Or .

I hereby certify that M/s.(name of Bidder) is from a country which shares land boarder with India and fulfills all requirements in this regard and is eligible to be considered. Enclosed herewith Valid Registration Certificate

Or

I hereby certify that M/s..... (Name of Bidder) is from such a country which shares land border with India , however the said requirement of registration will not be applicable to bidders as Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Enclosed herewith documentary evidence in this regards

We confirm that if it is established that we have provided any false information in pursuance to above clause, while competing for this contract then our Bid shall be rejected.

We further confirms that, if it is established that we have not complied with terms of aforesaid clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per tender provision and shall be dealt accordingly

Name of the Bidder

Stamp & Signature of the Bidder

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 4th Floor, V Times square, Sector-15, CBD Belapur, Navi Mumbai-400 614, Maharashtra hereinafter referred to as "The Principal",

And

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

Preamble

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

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

Section 1- Commitments of the Principal

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

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code/Prevention of Corruption Act, or if there be a substantive

suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) A Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) /contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders/ Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in India conforming to the anti- corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section-6- Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractor.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He reports to the Chairman and Managing Director, HOCL.

3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to 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: Rajnisha Kumar Vaish, IAS (Retd.)
Mob No.: 9013807422
Address: Plot No.10, Greenwoods Govt. Officers Welfare Society Phase II,
Sector Omega 1, Pocket P2, Greater Noida,
Dist. GautamBudh Nagar, U.P.-201310
Email ID: rajnishakumar@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 awarded.

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Navi Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of the agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The Bidder / Contractor signing this “Integrity Pact” shall not approach the courts while representing the matters 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:	Place:
Date:	Date:
Witness 1: (Name & Address)	Witness 2: (Name & Address)