

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

OPEN E- TENDER NOTICE

HOCL Invites Open e Bids under the two bid system for the following item.

Sl.No.	Description of item and Tender No.	Qty (Approx.)
1	Supply of Caustic Soda Lye Rayon Grade conforming to IS-252-1991(Revised IS-252-2013) with consistent concentration of 31 to 49 % HOCL tender ref : MAT/PUR/10799/21	250MT(on 100% basis)

Tender documents may be downloaded from www.hoclindia.com or www.eprocure.gov.in

Interested parties may please get registered with NIC e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>) 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.

EARNEST MONEY DEPOSIT (EMD) - **Rs.39, 000.00**

K.R.USHARANI
CHIEF GENERAL MANAGER (MATERIALS)



हिंदुस्तान ऑर्गेनिक केमिकल्स लिमिटेड HINDUSTAN ORGANIC CHEMICALS LTD
(भारत सरकार का उद्यम A Government of India Enterprise)
अंबलमुगल, कोची AMBALAMUGAL, COCHIN – 682 302
दूरभाष Phone: (0484) 2720911, फ़ैक्स FAX No. (0484) 2720893

MAT/PUR/10799/21

24.02.2021

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 Open e tenders **for supply of 250 MT (100% basis) Caustic Soda Lye**. Detailed specification is given in the tender documents. Approximate requirement for six months shall be 250 MT on 100% basis.

Tender documents are uploaded in HOCL website www.hoclkochi.com and www.eprocure.gov.in

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.

EMD	: RS.39, 000.00
Closing Date of Tender	: 18.03.2021 at 2.00 pm
Opening Date of Tender	: 19.03.2021 at 2.00 pm

Thanking you,

Yours faithfully,
For Hindustan Organic Chemicals Ltd.

K.R.USHARANI
CGM (MATERIALS)

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ANNEXURE- I**GENERAL INSTRUCTIONS TO BIDDERS FOR E- BID SUBMISSION**

Please submit your e-bids under the two bid system conforming to the specifications and the terms and conditions attached as per instructions given below:-

1. HOCL has entered into an Agreement with nic for e procurement through their portal www.eprocure.gov.in. Quotations shall be submitted online on or before the due date and time of closing the tender. The Techno commercial bid containing the Technical specification of the Products and Proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexure. **EMD-Rs.39, 000/-** should be submitted by bank transfer as per details given in Annexure IV. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. The Price bid should be submitted in price bid format given.
 2. Techno commercial bid shall be opened electronically on specified date and time given in NIT. Bidders can witness the electronic opening of bid .The date and time of opening of the price bids will be intimated to the technically qualified bidders after evaluation of the Technical bids via email alerts through the valid email confirmed.
 3. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the goods in compliance with the same."
 4. The bids shall be neatly typed in English language with pages consecutively numbered and shall be signed on all pages by authorized persons. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
 5. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
 6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
 7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
 8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
 9. Specification of the Product: Specifications of Caustic soda lye shall be furnished along with the Technical Bid.
 10. Purchase Preference to Central Public Sector Enterprises of Govt. Of India and MSMEs shall be as per Govt. of India policy in vogue.
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ANNEXURE-II

SPECIFICATION OF CAUSTIC SODA LYE

Caustic Soda Lye Rayon Grade conforming to IS-252-1991(Revised IS-252-2013) (Latest) With consistent concentration 31% to 49% NaOH basis.

Even though the concentration specified is min 31% to 49%, the suppliers have to supply at a specified consistent concentration which may be 31% or 49%.

Test certificate of material to be furnished along with each load.

ANNEXURE-III**Eligibility criteria for participating in the bid.****Offers of bidders who satisfy the following Eligibility Criteria only will be considered.**

1. Only manufacturers or their authorised dealers having sound financial capability and who can supply the Caustic Soda Lye as per the specification enclosed should submit the offers. Vendors who have been blacklisted in the past by any PSU shall not submit the bids.
2. Vendors must have executed orders of minimum value of Rs.1.56 crores for similar items in the last 3 financial years.
3. Vendor should have executed at least one order of minimum value of Rs 39 lakhs for similar items in the last 3 financial years.
4. Vendor shall submit a solvency certificate of a scheduled bank worth minimum Rs.19.50 lakhs.
5. Vendors who are already registered with HOCL for the supply of Caustic soda lye are not required to furnish credentials against point no 2, 3 and 4.
6. 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). Such bidders should submit the valid copy of registration certificate along with tender.
7. Documentary evidence for all above parameters is to be furnished by the bidder with the technical bid.

ANNEXURE-IV**GENERAL CONDITIONS OF TENDER MAT/PUR/10799/21**

1. **VALIDITY OF OFFER:** Offer shall be valid for a minimum period of 60 days from the last date of submission stipulated for the tender. The tendered quantity is the requirement for SIX MONTHS and will have to be supplied as per the despatch schedule given by HOCL

2. **SUBMISSION OF BIDS:** Bids shall be uploaded as per the instructions given in Annexure I.

3. **EARNEST MONEY DEPOSIT (EMD):** A refundable **EMD of Rs.39, 000/-**, to be submitted along with the technical bid. EMD may be submitted in the form of Bank transfer through our banker M/s State Bank Of India, Ambalamedu Branch, A/C no.52092955208 IFS Code:SBIN0001108. Details of bank transfer should be indicated in your technical offer. EMD may also be submitted by way of Bank Guarantee from any scheduled banks. EMD of the successful tender may be adjusted against the security Deposit payable. EMD of unsuccessful bidder will be returned after finalization of the tender. EMD of a tenderer shall be forfeited if he withdraws or amends his tender or impairs or derogates from the tender in any respect within the validity period of the tender.

PSUs and Vendors registered with MSME need not submit EMD, but have to submit valid NSIC registration/UAM/exemption certificate along with the Techno-commercial bid.

4. **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. PSU^S are exempted from payment of Security Deposit. Vendors registered with NSIC is also exempted from security deposit for an amount equal to the monetary limit mentioned in the certificate

5. **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 reason.

6. **QUANTITY:** The quantity of **250 MT** is the tentative total quantity for supply during 6 months from the date of placement of purchase order. The actual quantity however may vary in the range+/-10% and no guarantee can be given for minimum quantity of monthly upliftment or total upliftment.

7. **SPLITTING OF PURCHASE ORDERS:** HOCL reserves the right to split the quantity of 250MT 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 an approved vendor who is supplying to HOCL Kochi for the first time becomes 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 material supplied and adherence to delivery schedule given by HOC. If the performance is not found satisfactory, HOC may cancel the order and allot the quantity between the next 2 lowest vendors following 70:30 ratios.

8. **QUALITY:** CAUSTIC SODA LYE offered must confirm to the specifications given in the scope of tender, Annexure-II. Any bid received for LYE other than of above specification shall be rejected.

9. **PRICE:** The price quoted shall be for delivery at our factory at Ambalamugal, Ernakulam District, Kerala state. The price quoted by the vendor shall remain firm during the period of contract.

10. **PAYMENT TERMS:** Payment shall be released by HOCL within 30 days of receipt and acceptance of the material at HOCL site

11. **INSURANCE:** HOCL shall arrange the transit insurance for the materials.. However, the vendor shall promptly inform HOCL regarding despatches for arranging insurance.The transporter engaged should have necessary public liability insurance coverage.

12. **SUPPLY SCHEDULE:** In the event of placement of purchase order on a vendor, HOCL shall be intimating the supply schedule 1 to 2 days in advance and vendor shall be bound to supply the lye as per the schedule.

13. **INSPECTION:** Weights and measures recorded at HOCL weighbridge will be treated as final. Sample of each consignment will be analysed at our laboratory & products meeting our approved specification only will be accepted. Payments will be released only for the accepted quantity as per the HOCL weighbridge and Lab analysis.

14. **RIGHT 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 caustic soda lye of same quality from an alternative source at the cost and risk of the Vendor.

15. **OPENING OF BIDS:** Techno commercial bids will be opened electronically at **2.00 pm on 19.03.2021** in presence of attending bidders. HOCL, after evaluation of the techno commercial bids, will subsequently inform all those technically acceptable vendors regarding the date and time of opening of the price bids.

16. **DISPUTES:** In the event of a contract being executed, all cases of disputes between seller and buyer shall be settled through arbitration as per Indian arbitration and Conciliation act 1996 or any amendments from time to time. The decision of the arbitration shall be final and binding on both the parties.

17. **PURCHASE/PRICE PREFERENCE:** Purchase /Price Preference or any other concessions applicable for SSI Units /PSUs will be as per latest Government Of India Directives. For availing this benefit, the bidder should make their claim in the Technical Bids itself and enclose necessary documentary evidence to prove their eligibility.

18. **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 lac or above. Format is given along with tender document as annexure-VII

ANNEXURE V

COMMERCIAL TERM FORMAT

(To be printed on your letter head & uploaded)

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

Name and Address of Organization:

Phone & Fax No:

GSTIN :

E-mail id for correspondence:

Contact Person Name and Mobile No:

Whether registered with MSME/NSIC:
(If so pl. enclose documentary proof)

Payment Term offered:

Validity of offer:

Taxes Applicable:

Deviation in specification 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

अनुबंध ANNEXURE VI-A

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

Name of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put <input checked="" type="checkbox"/> 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		

अनुबंधANNEXURE VI-B

निविदा संविरुद्ध बोली का संलग्नक

)प्रस्तुत शीट भरें और वाणिज्यिक और तकनीकी बोली के साथ प्रस्तुत करें(

बोलीदाता का नाम Name of Bidder:		
क्रमांक	वाणिज्यिक खंड	बोलीदाता की पुष्टि (आपकी पुष्टि के आगे कृपया ✓ करें)
1	क्या बोलीदाता वर्तमान में अवकाश सूची/काली सूची/डी सूची में है या किसी पीएसयू/सरकारी संगठन द्वारा होलिडे/कालीसूची/डी सूची में रखा गया है। यदि हाँ तो विवरण दें?	<input type="checkbox"/> हाँ हम अवकाश सूची /काली सूची/डी सूची में हैं <input type="checkbox"/> नहीं
2i	क्या पार्टी ने सूक्ष्म/लघु/मध्यम उद्यम अधिनियम 2006के विरुद्ध पंजीकृत किया है।)कृपया प्रमाण प्रस्तुत करें (<input type="checkbox"/> सूक्ष्म <input type="checkbox"/> मध्यम <input type="checkbox"/> लघु <input type="checkbox"/> नहीं
2-ii	एमएसई बोलीदाता की हैसियत	<input type="checkbox"/> विनिर्माता <input type="checkbox"/> सेवाएँ <input type="checkbox"/> लागू नहीं
2-iii	क्या एमएसई बोलीदाता अपने द्वारा विनिर्मित उत्पाद दे रहे है?	<input type="checkbox"/> हाँ <input type="checkbox"/> नहीं
3i	सभी एमएसई बोलीदाताएं अपनी यूएएम सं की घोषणा सीपीपी पोर्टल पर किए जाएंगे और पंजीकरण/घोषणा की प्रति प्रस्ताव के साथ रखेंगे, ऐसे बोलीदाताएं जो इस प्रकार करने में असफल होने पर एमएसएमई आदेश 2012के पीपी पॉलिसी के अनुसार फायदाओं का लाभ नहीं उठायेंगे। एसएसआई/एमएसएमई/एनएसआईसी /यूएएम /डीआईसी /पंजीकरण प्रमाणपत्र	<input type="checkbox"/> यूएएम सं दें <input type="checkbox"/> लागू नहीं
3-ii	खंड सं 3i के विरुद्ध प्रस्तुत वैद्य प्रमाणपत्र	<input type="checkbox"/> प्रस्तुत <input type="checkbox"/> लागू नहीं
4i	क्या एमएसएमई उद्यम का मालिक एससी/एसटी संवर्ग से हैं?)कृपया सक्षम प्राधिकारी द्वारा जारी जाति प्रमाणपत्र संलग्न करें (<input type="checkbox"/> हाँ <input type="checkbox"/> नहीं
4ii	क्या एमएसएमई उद्यम का मालिक महिला हैं?(अर्थात महिला मालिकाना, या सांझेदारी /निजी लिमिटेड कंपनीस के मामले में %51शेयर रखते हैं?)	<input type="checkbox"/> हाँ <input type="checkbox"/> नहीं
4iii	खंड सं 4ii के विरुद्ध प्रस्तुत प्रमाणपत्र	<input type="checkbox"/> प्रस्तुत <input type="checkbox"/> लागू नहीं
5	पूछताछ के सभी निबंधन और शर्तों से सहमत है इसके द्वारा कहा गया है कि प्रस्तुत किया गया कोटेशन /प्रस्ताव पूछताछ के विरुद्ध जारी किए गए दस्तावेजों के साथ पूर्ण अनुपालन में है और यह भी पुष्टि की गई है कि पूछताछ के अनुसार सभी नियमों और शर्तों में कोई विचलन नहीं है। जांच दस्तावेजों में उल्लिखित एचओसीएल के सभी मानक नियमों और शर्तों से कोई अस्वीकृति या विचलन प्रस्ताव की अस्वीकृति का कारण हो सकता है, स्पष्टीकरण के लिए कोई पत्राचार नहीं किया जाएगा।	<input type="checkbox"/> सहमत है <input type="checkbox"/> सहमत नहीं है
दिनांक :बोलीदाता के हस्ताक्षर और मोहर		

ANNEXURE – VI - C

वाणिज्यिकवधिप्रपत्र COMMERCIAL TERM FORMAT-B

(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 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

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

.....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 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, ifany. 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/BidSecurity.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section3, 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 tenderprocess.
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 suchreason.

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

1. The Bidder(s) / Contractor(s) undertake(s) to demand fromall 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 Sub contractor 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 Subcontractors. 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.

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, ie., 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:

Date

Witness 1

(Name & Address).....-

Witness 2:

(Name & Address).....