

DIRECTOR GENERAL NAVAL PROJECT VISAKHAPATNAM-14**NOTICE INVITING TENDER (NIT)**

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less, tenderer/ bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender form the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.
4. Normally, contractors whose names are in the DGNP (V)/ MES approved list for the area in which the work lies, and within whose financial category the estimated amount would fall, may tender / bid but in case of term contracts, contractors of categories of all classes may tender/bid. Contractors whose names are on the DGNP (V)/ MES enlistment list of any MES formations and who have deposited Standing Security and have executed Standing Security Bond may also tender/bid without depositing Earnest Money along with the tender/bid. Not more than one tender/bid shall be submitted/uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son[s] or other close relations who have business dealings with one another will be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. **The Deputy Director General and Chief Engineer**, Office of the Director General Naval Project, Naval Base Post, Visakhapatnam – 530 014 will be the Accepting Officer here-in-after referred to as such for the purpose of this contract.
6. The Technical Bid and Financial Bid (**Cover-1 and Cover-2**) shall be uploaded by the tenderer/ bidder on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment/approved details/documents shall be uploaded as **Cover-1** ('T' bid) of the tender/ bid on e-tendering portal. DD is refundable in case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encasing the DD and shall not have any claim from Government whatsoever on this account.
7. Tender form and conditions of contract and other necessary documents shall be available on www.defproc.gov.in web site for download and shall form part of contract agreement in case the tender/bid is accepted.
8. In case of contractor who has not executed the Standing Security Bond, the **Cover-1** shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of DGNP (V) (see Appendix 'A') by a scheduled Bank or in receipted treasury challan the amount being credited to the revenue deposit of the DGNP (V) (see Appendix 'A').
9. A contractor who is not enlisted for the area in which the work lies but whose name is in the MES approved list of any MES formation and who has deposited standing security and executed standing security Bond may bid without depositing earnest money along with the tender.

NOTICE INVITING TENDER (Contd...)**10. Performance Security**

- 10.1 Within 28 days of receipt of the letter of Acceptance, the successful contractor shall deliver to the Accepting Officer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract amount:-
- (a) A Bank Guarantee in the prescribed form.
 - (b) Government Securities, FDR or any other Government instruments stipulated by the Accepting Officer.
- 10.2 If the performance security is provided by the successful contractor in the form of a Bank Guarantee (**Refer Note No. 31 of Schedule 'A' Notes**), it shall be issued by Indian public sector bank or a private sector bank authorized to conduct government business (At present, ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd are authorised private sector banks) but its confirmation shall be done only from the Head Office of the Bank.
- 10.3 Failure of the successful contractor to comply with the requirements of sub-clause 10.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of DGNP (V)/ MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.
- 10.4 All compensation or other sums of money payable by the contractor to the Government under the terms of this contract or under any other contract with Government may be deducted from, or paid by the sale of a sufficient part of the Performance Security or from the interest arising there from or from any sums which may be due or become due to the contractor by the Government on any account whatsoever and in the event of his Performance Security being reduced by reason of any such deduction, or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof. Government shall not be responsible for any loss of securities or any depreciation in the value of securities while in their charge nor for loss of interest thereon.
- 10.5 In the event of contract being cancelled, under Condition 52, 53 & 54 of General Conditions of Contract, the Performance Security and retention money up to the last paid RAR shall be forfeited in full and shall be credited into Consolidated Fund of India.
11. The DGNP (V) will return the Earnest Money wherever applicable to all unsuccessful tenderers/ bidders by endorsing an authority on the deposit-at-Call receipt for its refund, on production by the tenderer, bidder a certificate of the Accepting Officer that a bonafide tender/bid was received and all documents were returned.
12. The DGNP (V) will either return the Earnest Money to the successful tenderer/bidder by endorsing an authority on the deposit-at-call receipt for its refund on receipt of an appropriate amount of **performance security** in the forms mentioned in para 9.1 above.
13. Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer /bidder at the office of Accepting Officer and concerned GE during working hours.

NOTICE INVITING TENDER (Contd...)

14. The tenderers/bidders are advised to visit the site of work by making prior appointment with **GE (Services)** who is also the Executing Agency of the work (see appendix 'A'). The tenderers/ bidders are deemed to have full knowledge of all relevant documents, samples, site etc. whether they have inspected them or not. **The contractor should examine site conditions and all factors requiring timely completion while bidding.**
15. Any tender/bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
16. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
17. Tenderers/ bidders must be in possession of a copy of the MES Standard Schedule of Rates (see Appendix 'A') including amendments and errata thereto.
18. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/bidder, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid (**Cover-1**) and not open the finance bid (**Cover-2**) of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appendix 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the www.defproc.gov.in website. The applicant contractor/bidder if he so desires may appeal to the Next Higher Engineer Authority (NHEA) viz DGNP Visakhapatnam on email ID: encdgnpv@navy.gov.in with copy to the Accepting Officer on email girishjoshi.971f@gov.in before the scheduled date of opening of Financial Bid. The decision of the Next Higher Engineer Authority (NHEA) i.e. DGNP, Visakhapatnam shall be final and binding. The contractor/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
19. The Accepting Officer reserves the right to accept a tender submitted by a public Undertaking, giving a price preference over other Tender(s)/bids which may be lower, as are admissible under the Government Policy No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/bid is rejected.
20. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
21. This notice of tender will be available on website www.indiannavy.nic.in, www.mes.gov.in and Indian Trade Journal
22. This **Notice Inviting Tender (NIT)** including Appendix "A" along with Annexure-I shall form part of the contract.

Signature of contractor
Date:

AAD (Contracts)
for Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1.	Name of Work	PROVISION OF ADDITIONAL CABLES FOR AUGMENTATION OF SHORE SUPPLY AT N-4 TO N-26 JETTIES, DRY DOCKS, SLIPWAYS AND DEGAUSSING BAY AT ND [V] VISAKHAPATNAM
2.	Estimated Cost	160.00 Lakhs [At Par Market]
3.	Period of completion	90 Days
4.	Cost of tender documents	1000/- in the shape of DD/Bankers cheque from any schedule Bank in favour of DGNP (V) and payable at Visakhapatnam
5.	Website/portal address	www.defproc.gov.in . & www.mes.gov.in
6.	Type of contract	The tender shall be based on measurement contracts (IAFW-1779-A) and GCC (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by tenderer. The tenderers are required to quote their rates against items of parts of schedule "A" (Price Bid)
7.	Information & Details:	
	(a) Bid submission start date	Refer Critical dates shown in below
	(b) Bid submission end date	
	(c) Date/time for opening of bid (cover 1)	
8.	Eligibility Criteria	
	(A) For DGNP[V] / MES enlisted contractors	All contractors enlisted with DGNP(V)/ MES in Class " B " and above and category b (i) subject to the remarks wrt performance in respect of works in hand reflected in work load return (WLR) circulated by competent engineer authority. Refer Note below
	B) For other Contractors	(a) The firms not enlisted with DGNP (V)/ MES, shall meet the enlistment criteria of " B " class DGNP (V)/ MES contractors & category ' b (i) ' i.e. with regard to having satisfactorily completed requisite value works. Annual turnover, Solvency, working capital, T&P, Engineering establishment, no recovery outstanding in any Govt Department, Police verification/ passport etc., as per enlistment criteria given in Para 1.4 and 1.5 of Section 1 of Part I of MES Manual on Contracts -2007 (Reprint 2012) as available in DGNP (V)/all MES formations. (b) These firms shall also submit copy of Police verification from police authority of the area where the registered office of the firm is located/ notarized copy of valid passport of proprietor/ each partner/ each Director. (c) They should not carry adverse remarks in WLR/or any other similar report of any authority.
	(C) For All Contractors	[a] Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ another firm except sons/ daughters/ spouse of Proprietor/ Partner/ Director and firm's own employees, Director, Project Manager.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd...

		[b] Valid electrical license from competent authority for person who are working under his firm.
9.	Tender issuing and Accepting Officer	Deputy Director General and Chief Engineer [DDG & CE]
10.	Executing agency	GE(S) & CWE (Wks) 2
11.	Earnest Money	Rs. 2, 35, 000.00 (Rupees Two lakhs thirty five thousand only) in the form of Call Deposit Receipt from any Scheduled Bank in favour of DGNP Visakhapatnam. BGB not acceptable

NOTES:-

- [a] Contractor one class below the eligible class may also apply/bid for this tender. Their application shall be considered subject to fulfillment of other eligibility criteria given in NIT when number of applicants of eligible class qualifying for the tender are less than 7 (seven).
- [b] In case number of eligible class contractors satisfying the eligibility criteria given in NIT are 7 or more than 7, application of one class below the eligible class shall not be considered except those who have previously completed similar works satisfactorily and are meeting the criteria of up gradation in respect of past experience and / or average annual turnover as applicable and financial soundness (solvency/financial soundness and working capital) provided the value of work is less than twice the tendering limit of such contractors. Contractors one class below the eligible class may upload necessary documents wrt works experience and financial soundness in **cover-1** of tender (T bid).
- [c] **[i]** Applications/bids **not** accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender and earnest money (as applicable) **shall not be** considered for validation of 'T' bid and their **finance bids will not be opened**.
- (ii)** Contractors should ensure that their original DD's and earnest money (as applicable) are received **within 05 days of bid submission end date**.
- (iii)** In case of applications/bids from **enlisted contractors of DGNP / MES**, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but **physical copies are not received** by the stipulated date, their finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the bidder with ulterior motives and such bidder shall be **banned** from bidding for a period of **six months** commencing from the date of opening of finance bid (**Cover-2**).
- (iv)** In case of applications/bids from **un enlisted contractors**, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are **not received by the stipulated date, finance bids will not be opened**. Name of such contractors along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid (**Cover-2**).

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd..

- [c] (v) In case of applications/bids (enlisted contractor as well as un-enlisted contractor) where scanned copies of requisite Earnest money (as applicable) were uploaded but the same are not received in physical form within stipulated time, such bids **shall not qualify for opening of finance bid (Cover-2)**.
- [d] Contractors may note that they shall not be loaded beyond their tendering limit as under:-
- (i) In case contractors of eligible class are selected for issues of tender: 4 to 5 times the tendering limit.
 - (ii) In case of one class (two class in case of remote and difficult area as the case may be) contractors are selected for issue of tender: 6 to 7 times
 - (iii) In case of un-enlisted contractors: 2 times the upper tendering limit of class for which contractor meets the criteria for enlistment.
- [e] In case any deficiency is noticed, in the documents required to be uploaded by the tenderers as per NIT, **after opening of technical bid (cover-1) and during technical evaluation, a communication in the form of e-mail/ sms/ speed post etc. shall be sent to the contractor to rectify the deficiency within a period of 7 days from date of communication falling which financial bid (cover-2) shall not be opened and contractor shall not have any claim on the same.**
- [f] **Contractors enlisted with DGNP (V)/ MES** will upload following documents (Scanned copies in pdf format) in **Cover I** for checking eligibility:- **(i)** Application for bid in firm's letter head. **(ii)** Enlistment letter along with its enclosures. **(iii)** Scanned copy of DD of cost of tender **(v)** GST registration number. **(vi)** Integrity Pact (IP) duly signed on each page by bidder(s).
- [g] Contractors not enlisted with DGNP (V)/ MES will be required to upload necessary documents to prove their eligibility for enlistment in eligible class & category of work, including Affidavit for no recovery outstanding. List of documents required for enlistment in MES has been given in para 1.5 of section 1 of Part I of MES Manual on Contracts 2007 (reprint 2012) or given **Annexure – I** to this notice inviting tender. Following documents shall also be uploaded amongst others:
- (i) Details of **three** highest valued similar nature of works executed during last five years. Financial year-wise in tabular form giving name of work, Accepting Officer's details, viz, Address, Telephone, Fax No, E-mail ID etc, date of acceptance of tender and actual date of completion. This shall be duly signed by proprietor/ all partners/ authorised Director of Pvt/ Public Ltd, as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.
 - (ii) Solvency certificate and working Capital Certificate issued by scheduled bank.
 - (iii) Annual turnover certificate for last 2 years issued by Chartered Accountant along with relevant pages of audited balance sheets in support thereof.
 - (iv) In addition, the un-enlisted contractors shall also furnish affidavit on non-Judicial stamp paper in the form of hard copy declaring their turnover for last 2 (Two) years.
 - (v) Scanned copy of DD of cost of tender and Earnest Money, EPF & GST registration number.
 - (vi) Integrity Pact (IP) duly signed on each page by bidder(s).

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd...

- [h] In case of rejection of technical /prequalification bid, contractor may appeal to next higher Engineer authority i.e. DGNP [V] on email ID encdgnpv@navy.gov.in against rejection, whose decision shall be final and binding. However contractor/ bidder shall not be entitled to any compensation whatsoever for rejection of technical/ prequalification bid **(Cover-1)**.
- [j] Court of the place from where tender has been published shall alone have jurisdiction to decide any dispute out of or in respect of this tender. After acceptance of tender, Condition 72- Jurisdiction of Courts of IAFW-2249 shall be applicable.
- [k] **NO payments** to contractors/firms will be made unless **proof of payment of wages** to the workmen is submitted by the contractors/firms. In case payments are made in current coin or currency notes, certificate will be submitted by the contractors/firms along with undertaking by the concerned workmen asking for payment other than by cheque or by crediting in the bank account of the employee/workman.
- [l] The Applicant must upload all the documents as specified above with supporting documents and Integrity Pact duly signed on each pages in original in **Cover-1**, if not in possession of these documents shall be disqualified in Technical bid **(Cover-1)** evaluation and his price bid **(Cover-2)** shall not be opened.
- [m] **CRITICAL DATES:**

(i) Publishing Date and time of tender document	: 21 Aug 2020 at 1800 Hrs
(ii) Clarification start date and time	: 21 Aug 2020 after 1810 Hrs
(iii) Clarification end date and time	: 25 Aug 2020 up to 1700 Hrs
(iv) Pre bid meeting date & time	: 26 Aug 2020 at 1100 Hrs
(v) Starting date and time of bid submission (Cover - 1 & 2)	: 12 Aug 2020 at 1700 Hrs
(vi) Closing date and time of bid submission (Cover - 1 & 2)	: 19 Sep 2020 up to 1800 Hrs
(vii) Date and Time of bid Opening (Technical Bid i.e. Cover - 1)	: 21 Sep 2020 at 1500 Hrs
(viii) Date and time of bid opening (Price Bid i.e. Cover - 2)	: Will be intimated online after completion of evaluation of Technical Bid/ Applications (Cover - 1)

Signature of contractor

AAD (Contracts)
For Accepting OfficerFile No. DG/**3407**/ /E8

Dated: 2020

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd....)

Annexure No. I

ELIGIBILITY CRITERIA FOR UNENLISTED CONTRACTORS**1. PAST EXPERIENCE OF COMPLETED WORKS IN LAST FIVE YEARS AND/OR TURNOVER AS APPLICABLE:**

- (a) Average annual financial turnover during last 2 years, ending 31 Mar of the previous financial year (i.e. 31 Mar 2020), shall be at least ` 3.00 Crores.
- (b) Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which the tender published shall be either of the following:-
- (i) Two similar completed works costing not less than ` 1.50 Crores each.

Or

- (ii) One similar completed work costing not less than ` 2.50 Crores

Note: * Similar works mentioned above shall mean Low Tension Electric Works [upto 1100].

2. FINANCIAL SOUNDNESS: (Certificate from Nationalized / Scheduled Bank. On requisite specimen to be furnished. Proforma of these documents is given below):

- (a) Firm shall be solvent upto ` 1.00 Crores or financially sound for engagement of upto ` 3.00 Crores.
- (b) Firm shall have working capital not less than ` 12.00 Lakhs.
- (c) To arrive at the value of similar work completed to the present value, escalation @ 5 % per annum for each completed year from the actual completion date (as mentioned in the completion certificate) on the actual value of work completed at Sl. (a) & (b) may be added. The value so arrived shall be compared with the above mentioned requirement for the purpose of eligibility criteria.
- (d) The firm should have organizational setup, past experience and have reputation in the market as contractor having construction experience. The firm should have all requisite equipment for construction. The firm shall submit documents towards experience of having executed such similar works, response to completion of defects rectification and no contractual disputes in last two years.
- (e) No joint venture, no consortium partners shall be permitted to participate in the tender.
- (f) The bidder should have carried out qualifying work completed by their firm and not through any other agency firm of joint venture.
- (g) The bidder should be Indian Engineer construction firm with no foreign association. Involvement of any for foreign nationals or associates is strictly not permitted.
- (h) The contractor shall submit constitution and legal status of the firm i.e. proprietorship/ partnership/Ltd concern duly supported with copy of document.
- (j) The firm should not banned/black listed in any Defence/Govt work. The bidder shall give an undertaking in Non-judicial stamp paper that the firm is not debarred from bidding for government tenders. Furthermore the firm has not incurred losses during the last five years. The firm is having no litigation with PSU/Govt. departments.

FORM OF SOLVENCY CERTIFICATE FROM A NATIONALISED / SCHEDULED BANKBank Address and code

This is certified that to the best of our knowledge and information that M/s /Shri /Smt _____ having address _____, a customer of our bank are/is respectable and can be considered solvent upto Rs. _____ (Rupees _____) / financially sound for any engagement upto Rs. _____ (Rupees _____). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Place:

Date:

Signature of Bank Manager

(Name, Designation, personal code

No. of Signatory & Seal of Bank

Note: In Case of partnership firm, certificate to include names of all partners as per record with bank

FORM OF WORKING CAPITAL CERTIFICATE FROM A NATIONALISED / SCHEDULED BANKBank Address and code

This is certified that M/s /Shri /Smt _____ having address _____, has/ have maintaining a saving bank account/ current/ fixed deposit account with this branch of bank since _____ and an amount not less than Rs. _____ (Rupees _____) has been available to the credit in his/ her/ their account Nos. _____ for the last three months. The Firm is enjoying overdraft/ credit facility upto limit of Rs. _____.

Place:

Date:

Signature of Bank Manager

(Name, Designation, personal code

No. of Signatory & Seal of Bank

Note: Please forward above documents issued by your Bankers in original to be received in the office of DGNP (V) within 05 days of opening date of Technical bid (**Cover I**). Above certificates shall not older than 6months as on closing date of Bid submission. Signatory shall endorse his rubber seal, indicate his name & bank employee number, Bank address particulars like full address, telephone & fax number.

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd...)**Annexure No. I (Contd...)****3. ENGINEERING ESTABLISHMENT:**

(a) The firm should have employed one graduate engineers from a government recognized institution with minimum experience of 4 years.

And

(b) The firm should have employed one diploma engineers from a government recognized institution with minimum experience of 5 years.

Above documents shall be in affidavit form duly self-attested and notarized.

4. T&P/MACHINERY/TRANSPORT:- List of T&P /machinery/transport as per "B" class contractor shall be given on Non-judicial stamp papers.
5. POLICE VERIFICATION: Copy of police verification certificate of proprietor/ All partners/ all directors from police authority of the area where registered office is located. Alternatively notarized copy of valid passport of proprietor/ each partners/ each director can be submitted.
6. CERTIFICATE REGARDING NO RECOVERY OUTSTANDING IN ANY GOVT DEPARTMENT: Affidavit to this effect shall be furnished
7. Organization of Firm: Documents regarding Proprietorship/ Partnership/ Private Limited concern to be submitted. Also affidavit regarding no sister concern in DGNP (V)/ MES (Military Engineer Services) and no near relative to officer's rank or JE's working in DGNP (V)/ MES to be furnished.
8. Particulars of works completed in other Govt Department/PSU during last five years giving designation and full address of the office under whom works executed as per proforma appended below submitted:-

Sl. No.	CA NO	Name of work	Amount of contract	Formation Viz CE, CWE, GE or officer of other Deptt. (Fax No. /email address/ address with pin code)	Date of comment	Original date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9

9. The capability of contractor as indicated in quarterly work load return of the Department shall be also verified/ checked.
10. DSC used by the tenderer shall be issued on behalf of the applicant firm.

AAD (Contracts)
For Accepting Officer

INTEGRITY PACT**GENERAL:**

1. Whereas the President of India, represented by **DDG & CE DGNP, Visakhapatnam** hereinafter referred to as Principal/Owner and the firm part, has floated the Tender (**CA Token No. DDG&CE (V)/TOKEN/07 of 2020-2021**) and intends to award under laid down organizational procedure, contract for **PROVISION OF ADDITIONAL CABLES FOR AUGMENTATION OF SHORE SUPPLY AT N-4 TO N-26 JETTIES, DRY DOCKS, SLIPWAYS AND DEGAUSSING BAY AT ND [V] VISAKHAPATNAM** hereinafter referred to as works/Services and _____ M/s _____ represented by _____ (which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Contractor and the second part is willing to carry out the works/services.

2. Whereas the Bidder is a Proprietorship Concern/Partnership Firm/Limited Liability Firm/Private Limited Company/Limited Company/Joint Venture constituted in accordance with the relevant law in the matter and the Principal/Owner is **DDG & CE DGNP, Visakhapatnam** performing its functions on behalf of the President of India.

OBJECTIVES:

3. Now, therefore, the Principal/Owner and the Bidder agree to enter into this pre contract agreement, referred to as **INTEGRITY PACT (IP)**, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to during and subsequent to the conclusion of the contract to be entered into with a view to:-

3.1 Enabling the Principal/Owner to get the desired works/services at a competitive price in conformity with the defined specifications of the Services by avoiding high cost and the distortionary impact of corruption on public procurement.

3.2 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by their officials by following transparent procedures.

COMMITMENTS OF THE PRINCIPAL/OWNER:

4. The Principal/Owner commits itself to the following:-

4.1 The Principal/Owner undertakes that, no official of the Principal/Owner connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediates, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage; in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Principal / Owner will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provided any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Principal / Owner will report to the appropriate Government office any attempted or completed breach(s) of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal /Owner willful and verifiable facts and the same is prima facie found to be correct by the Principal / Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal / Owner and such a person shall be debarred from further dealing related to the tender / contract process. In such a case while an Inquiry is being conducted by the Principal / Owner the tender process / proceedings under the contract would not be stalled.

COMMITMENTS OF BIDDERS:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or non-material benefits to other advantage, commission, fees, brokerage or inducement to any official of the Principal / Owner or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Government or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder would not enter into conditional contract with any Agent(s), broker(s) or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract.

6.6 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per Guidelines for Handling of complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from tender process or the contract and if already awarded, same can be terminated for such reason.

8. COMPANY CODE OF CONDUCT:

8.1 Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the country.

9. SANCTION FOR VIOLATION:

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal / Owner to take all or any one of the following actions, wherever required:-

(i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidders(s) would continue.

(ii) Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.

(iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal/Owner, in case contract is not awarded to the Bidder and the Principal/Owner shall not be required to assign any reason thereof. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal/Owner shall be deducted from any amount held with the Department/any payment due.

(iv) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.

(v) To encash the Performance Security furnished by the Bidder.

(vi) To cancel all or any other Contract(s) with the Bidder.

(vii) To temporarily suspend or temporarily debar / permanently debar the bidder as per the extant policy.

(viii) If adequate amount is not available in the present tender / contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal / owner in connection with any other contract for any other works/services.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal /Owner, or alternatively if any close relative of an officer of the Principal / Owner has financial interest/stake in the Bidder's firm the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal / Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competent Court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant as been deprived of by or under any law; any other person related, whether by blood or marriage, to the

Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal /Owner and if he does so, the Principal / Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

9.2 The decision of the Principal / Owner to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the Independent External Monitor(s) (IEMs) appointed for the purposes of this Pact.

10. **INDEPENDENT EXTERNAL MONITORS (IEMs):**

10.1 MoD has appointed the following Independent External Monitors for this pact in consultation with the Central Vigilance Commission:-

Sl. No.	Name of IEM	E-mail ID
1.	Shri Hem Kumar Pande, IAS (Retd)	hempande@nic.in
2.	Shri Anjan Kumar Banerjee, IA & AS (Retd)	Anjan.banerjee@gov.in

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0.2 Details of Nodal officer nominated by E-in-C' Branch are as follows:-

Name : Cmde Debesh S Lahiri
 E-mail ID : debeshlahiri@gmail.com
 Mobile No : 9769985973 / 7349048174

10.3 In case of any complaint with regard to violation of Integrity Pact, either party can approach IEMs with copy to the Nodal Officer and the other party. If any such complaint from bidder is received by the Principal/Owner, the Principal/Owner shall refer the complaint to the Independent External Monitors for their recommendations / inquiry report.

10.4 If the IEMs need to peruse the relevant records of the Principal/Owner and/or of the Bidder/Contractor in connection with the complaint sent to them, the principal/owner and/or the Bidder/Contractor shall make arrangement for such perusal of records by the IEMs as demanded by them including unrestricted and unconditional access to the project documentation and minutes of meeting. If records/documents of Sub-Contractor(s) are also required to be perused by the IEMs, the Bidder shall make arrangement for such perusal of records by the IEMs as demanded by them. IEMs are under obligation to treat the information and documents of the Principal/Owner and Bidder/Contractor/Sub-Contractors with confidentiality.

10.5 The task of the IEMs is to review independently and objectively, any complaint received with regard to violation Integrity Pact and offer recommendations or carry out Inquiry as deemed fit. The IEMs are not subject to any instructions by the representatives of the parties and shall perform their functions neutrally and independently. The report and appropriate decision in the matter keeping in view the provision of this Pact:-

- (a) Engineer-in-Chief in normal cases
- (b) CVO(MES & BRO)/MoD in cases involving vigilance angle

11. EXAMINATION OF BOOKS OF ACCOUNTS:

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

12. LAW AND PLACE OF JURISDICTION:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal / Owner.

13. OTHER LEGAL ACTIONS:

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. SIGNING OF INTEGRITY PACT ON BEHALF OF BIDDER:

(a) Proprietorship Concern - The Integrity pact must be signed by the proprietor or by an authorised signatory holding power of attorney signed by the proprietor.

(b) Partnership firm - The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.

(c) Limited Liability firm – The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.

(d) Private Limited/Limited Company - The Integrity Pact must be signed by a representative duly authorized by Board resolution.

(e) Joint Venture – The Integrity Pact must be signed by all partners and members to Joint Venture or by one or more partner holding power of attorney signed by all partners and members to the Joint Venture.

15. VALIDITY:

15.1 The validity of this Integrity Pact shall be from date of its signing. It expires for the Contractor after the final payment under the contract has been made or till the continuation of Defect liability period, whichever is later and for all other bidders, till the Contract has been awarded.

15.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

INTEGRITY PACT

To

Sub-Tender ID No. _____ for the work "**PROVISION OF
ADDITIONAL CABLES FOR AUGMENTATION OF SHORE SUPPLY AT N-4 TO N-26
JETTIES, DRY DOCKS, SLIPWAYS AND DEGAUSSING BAY AT ND [V]
VISAKHAPATNAM**"

Dear Sir,

It is hereby declared that DGNP (V) is committed to follow the principal of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Pact, which is an integral part of tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejects.

This declaration shall form part and parcel of the Integrity Pact and signing of the same shall be deemed as acceptance and signing of the Integrity Pact on behalf of DGNP (V).

Yours faithfully

(VK Raju)
Lt Col
SSW
For Accepting Officer

INTEGRITY PACT

To,

**DDG & CE
DGNP, Visakhapatnam**

Sub-Tender ID No _____ Submission of Tender for the work of **"PROVISION OF ADDITIONAL CABLES FOR AUGMENTATION OF SHORE SUPPLY AT N-4 TO N-26 JETTIES, DRY DOCKS, SLIPWAYS AND DEGAUSSING BAY AT ND [V] VISAKHAPATNAM"**

Dear Sir,

1. I/We acknowledge that DGNP (V) is committed to follow the principles thereof as enumerated in the integrity Agreement enclosed with the tender/bid document.
2. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Pact, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of the conditions of the NIT.
3. I/We confirm acceptance and compliance with the Integrity Pact in letter and spirit and further agree that execution of the said Integrity Pact shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DGNP (V). I/We acknowledge and accept the validity of the Integrity Pact, which shall be in the line with Para 15 of the enclosed Integrity Pact.
4. I/We acknowledge that in the event of my/our failure, to sign and accept the Integrity Pact, while submitting the tender/bid, DGNP (V) shall have unqualified, absolute and unfettered right to disqualify the tender/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)