

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 may tender/bid. In case, where the tender amount is in excess of the financial limit of the contractor and the Accepting Officer decides to accept the tender/bid, in which event the tenderer/bidder would be required to lodge Additional Security Deposit as notified by the Accepting officer in terms of Conditions of contract. Contractors whose names are on the DGNP (V)/ MES enlistment list 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 submitted by such a tenderer/bidder is accepted, the contractor will be required to lodge with the controller of defence accounts concerned the amount of 'Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, falling with this sum will be recovered from 1st RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. 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 encashing 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 website 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').

NOTICE INVITING TENDER (Contd...)

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, but if the Accepting officer accepts the tender/bid, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual security deposit; within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1st RAR payment or from the first final bill in the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor.
10. A contractor who has executed Standing Security Bond but not corresponding to the appropriate Class as mentioned above, shall lodge with the Accepting Officer, Additional Security Deposit as notified by the Accepting Officer within thirty days of the receipt of his notification of acceptance of his tender/bid, failing which this sum will be recovered from the first RAR payment or from the first Final Bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However, in case where any payment is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender/bid, the amount of additional Security Deposit shall be recovered from such payment.
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 Security Deposit or will retain the same in part or full on account of security deposit if such a transaction is feasible.
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.
14. The tenderers/bidders are advised to visit the site of work by making prior appointment with **GE (Wks) 2 & 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.

NOTICE INVITING TENDER (Contd...)

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, even of approved contractors of appropriate class, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid 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 Appx '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 DGNP Visakhapatnam with copy to the Accepting Officer before the scheduled date of opening of Finance 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 and www.mes.gov.in.
22. This **Notice Inviting Tender (NIT)** including Appendix 'A' and Annexure shall form part of the contract.

Signature of contractor
Date:

Dy Director (Contracts)
for Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

| | | |
|----|--|---|
| 1. | Name of Work | <u>PROVISION OF AMENITY BLOCK AND ALLIED WORKS FOR UPGRADATION OF OXY ACETYLENE FACILITY AT ND(V)</u> |
| 2. | Estimated Cost | ₹ 159.92 Lakhs |
| 3. | Period of completion | 365 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 |
| 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) Last date of bid submission | |
| | (c) Date of bid opening | |
| 8. | Eligibility Criteria | |
| | (A) For DGNP(V)/MES Enlisted contractors | All contractors enlisted with DGNP(V)/ MES in Class "B" and category a(i) & b(i) shall be considered qualified provided they do not carry adverse remarks in WLR of competent engineer authority. |
| | (B) For other Contractors | The firms not enlisted with DGNP (V)/ MES shall satisfy the following criteria:- (i) The firms not enlisted with DGNP(V)/ MES shall meet the enlistment criteria of "B" class MES contractors & category a(i) & b(i) i.e. with regard to having satisfactorily completed requisite value works. Annual turnover, Solvency, working capital, immovable property/ fixed assets, T&P, Engineering establishment, no recovery outstanding in any Govt Department, Police verification/Passport etc. Enlistment criteria may be seen in Para 1.4 of Section 1 of Part I of MES Manual on Contracts -2007 (Reprint 2012) as available in DGNP (V)/all MES formations. (ii) 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. (iii) They should not carry adverse remarks in WLR/or any other similar report of any authority. |

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

| | | |
|-----|--------------------------------------|--|
| | (C) For All contractors | 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. Under no circumstances will the contractor execute work by subletting or through POA holder through sons/ daughters/ spouse who have business dealings with one another. |
| 9. | Tender issuing and Accepting Officer | DDG & CE |
| 10. | Executing agency | GE (Wks) 2, GE (Services) and CWE (Wks) 2 |
| 11. | Earnest Money | ₹ 2,34,920.00 (Rupees Two lakhs thirty four thousand nine hundred twenty only) in the form of Call Deposit Receipt from any Scheduled Bank in favour of DGNP Visakhapatnam. BGB not acceptable |

NOTES:

- (a) The contractor enlisted up to one class below the eligible class may also apply/ bid and submit documents of previously completed similar work satisfactorily and meeting the criteria of up gradation in respect of past experience of completed works in Government department/PSU (Work experience and/ or Average annual turnover as applicable) and financial soundness (Solvency/financially soundness and working capital). 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 give 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) Contractors enlisted with DGNP (V)/ MES will upload following documents (Scanned copies in pdf format) in **Cover 1** for checking eligibility:-
- (i) Application for the tender on Tenderer's Letter Head.
 - (ii) Enlistment letter
 - (iii) DD toward cost of tender
 - (v) EPF code registration
 - (vi) GST registration number

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

- (vii) Scanned copy of attested valid electrical licenses from competent authority on their permanent employee.
- (viii) Scanned copy of Integrity Pact (IP) duly signed on each page by the bidder(s) attached at **Annexure-II.**

Hard copy of these documents including original IP duly signed on each page will be submitted **within 05 days** of opening date of Technical bid **(Cover 1)**.

- (d) 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) Affidavits for possession of movable & immovable properties by proprietor/partner owning the immovable property along with Valuation Certificate from Registered Valuer in support of movable & immovable properties. In case of Limited Company, the immovable property is required to be in the name of the company.

“In case of Limited Company, the immovable property is required to be in the name of the Company”

- (v) 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.
- (vi) Scanned copy of DD of cost of tender and earnest money.
- (vii) Scanned copy of EPF code registration
- (viii) Scanned copy of GST registration number
- (ix) Scanned copy of attested valid electrical license from competent authority on their permanent employee
- (x) Scanned copy of Integrity Pact (IP) duly signed on each page by the bidder(s) attached at **Annexure-II.**

Hard copy of these documents including original IP duly signed on each page will be submitted **within 05 days** of opening date of Technical bid **(Cover 1)**.

- (e) (i) Applications/bids not accompanied by scanned copies of requisite DD/Bankers Cheque

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

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) Tenderers/ bidders to note that they should ensure that their original DD's and earnest money (as applicable) are received within 05 days of opening date of Technical bid **(Cover 1)**.
- (iii) In case of applications/ bids from enlisted contractors of 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, 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 contractor's 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)**.
- (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)**.
- (f) 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 unenlisted contractors: 2 times the upper tendering limit of class for which contractor meets the criteria for enlistment.
- (g) 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.
- (h) In case of rejection of technical /prequalification bid, contractor may appeal to next higher Engineer authority i.e DGNP Visakhapatnam 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) The bidder/tenderer shall also ensure compliance the EPF & MP Act 1952 by the sub

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

contractor, if any engaged by the contractor for the subject work.

- (k) **No payments** to contractors/firm will be made unless proof of payment to wages to the workman 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 workman asking for payment other than by cheque or by crediting in the bank account of the employee/workman.
- (l) 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.
- (m) The Applicant must upload and submit hard copy of employees Provident fund code number, Goods and Services Tax (GST) registration number with supporting documents and Integrity Pact Agreement 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.
- (n) **CRITICAL DATES:**

| | |
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| a) Publishing date and time of tender document | : 23 Oct 2018 at 1855 Hrs |
| b) Clarification start date and time | : 23 Oct 2018 at 1900 Hrs |
| c) Clarification end date and time | : 31 Oct 2018 at 1000 Hrs |
| d) Pre bid meeting date & time | : 06 Nov 2018 at 1100 Hrs |
| e) Starting date and time of bid submission (Cover No. 1 & 2) | : 26 Nov 2018 at 1800 Hrs |
| f) Closing date and time of bid submission (Cover No. 1 & 2) | : 05 Dec 2018 upto 1800 Hrs |
| g) Date and Time of bid Opening (Technical Bid i.e Cover No. 1) | : 06 Dec 2018 at 1500 Hrs |
| h) Date and time of bid opening (Price Bid i.e Cover No.2) | : Will be intimated online after completion of evaluation of Technical Bid/ Applications (Cover -1) |

Signature of contractor

(GS Phanindranath)
Dy Director (Contracts)
For Accepting Officer

File No. DG/3367/ 06 /E8
Dated : 23 Oct 2018

Office of the
Director General Naval Project
Naval Base Post
Visakhapatnam – 530 014
Andhra Pradesh

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 2018), 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: Definition of Similar works means "construction of multi storied Building with pile foundations along with services including Electrical works in government department/PSU".

2. FINANCIAL SOUNDNESS (Certificate from Nationalised / 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 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.

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

Annexure No. I (Contd...)

- (j) The firm should not banned/black listed in any Defence/Govt work.
- (k) The firm should also employ two persons having valid electrical license from competent authority on their permanent establishment and submit attested copies of license being electrical works involved in this tender.
- (l) 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.

3. ENGINEERING ESTABLISHMENT:

- (a) The firm should have employed one graduate engineer from a government recognized institution with minimum experience of 4 years.
And
- (b) The firm should have employed one diploma engineer from a government recognized institution with minimum experience of 5 years.
And
- (c) The firm should have employed one of the engineers having capability to use Project Management Software like MS Projects/ Primavera in all projects with minimum experience of 5 years.

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

FORM OF SOLVENCY CERTIFICATE FROM A NATIONALISED / SCHEDULED BANK

Bank 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

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd....)**Annexure No. I (Contd...)****FORM OF WORKING CAPITAL CERTIFICATE FROM A NATIONALISED / SCHEDULED BANK**Bank Address and code

This is certified that M/s /Shri /Smt _____ having address _____, has/ have maintaining a asaving bank account/ current/ fixed deposit account withthis 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 enjiong 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 1**). 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.

4. LIMIT OF MINIMUM RESERVES/ TOTAL OF MOVABLE OR IMMOVABLE PROPERTY OR FIXED ASSETS (IN CASE OF COMPANIES) 80% OF MINIMUM RESERVES/ ASSETS SHALL BE IN SHAPE OF IMMOVABLE PROPERTY): ₹ 60.00 Lakhs.: Fixed Assets

- (i) Please forward affidavits on no Judicial stamp paper of ₹ 100/- each duly notarized and supported by copies of present valuation certificates for both immovable and movable property separately. It should also indicate that immovable property is free from mortgage, hypothecation or any other disputes and encumbrances and clearly belongs to contractor and shall not be sold, transferred, gifted or otherwise disposed off without prior information to this office.
- (ii) Immovable assets value indicated shall be supported by valuation certificate from Govt. registered valuer.
- (iii) Movable assets like Scooter/ Car etc., or NSC's / fixed deposits etc. shall be supported by certified photocopies of updated RC books, valid current insurance papers, NSC's/Fixed deposits & valuation certificate from Govt. approved valuer as applicable.

(Affidavit to this effect containing stipulations mentioned above shall be furnished along with valuation report from Govt. approved valuer).

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd....)**Annexure No. I (Contd...)**

5. T&P/MACHINERY/TRANSPORT:- List of T&P /machinery/transport as per "B" class contractor shall be given on Non-judicial stamp papers.
6. 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.
7. CERTIFICATE REGARDING NO RECOVERY OUTSTANDING IN ANY GOVT DEPARTMENT: Affidavit to this effect shall be furnished
8. 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.
9. 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 commencement | Original date of completion | Actual date of completion | Remarks |
|-------|-------|--------------|--------------------|--|----------------------|-----------------------------|---------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

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

(GS Phanindranath)
Dy Director (Contracts)
For Director General

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd...)**Annexure No. II****INTEGRITY PACT**

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of
DGNP(V)

INTEGRITY AGREEMENT

The Integrity Agreement is made at on this Day of 20.....

BETWEEN

President of India represented through,

DDG & CE**DGNP, Visakhapatnam**

(Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Bidder/Contractor)

through..... (Hereinafter referred to as the
(Details of duty authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (CA Token No. DDG&CE (V)/TOKEN/03 of 2018-19) (hereafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **PROVISION OF AMENITY BLOCK AND ALLIED WORKS FOR UPGRADATION OF OXY ACETYLENE FACILITY AT ND(V)** (Hereinafter referred to as the "Contract").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under.

1. Commitment of the Principal/Owner

(a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles.

(i) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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.

(ii) The Principal/Owner will, during the Tender process, treat all Bidder (s) with equity and reason. The Principal/Owner 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.

Annexure No. II (Contd...)

(iii) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(b) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

2. **Commitment of the Bidder(s)/Contractors(s)**

(a) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of fraud or corruption or collusion of which it has knowledge or becomes aware during the tendering process and throughout the negotiation or award of a contract.

(b) The Bidder(s)/Contractor(s) commits himself to take all measure necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(i) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any their 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.

(ii) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into 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 cartelize in the bidding process.

(iii) The Bidders(s)/Contractors(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in to quote on behalf of another manufacture along with the first manufacturer in a subsequent/parallel tender for the same item.

(v) 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.

(c) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(d) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and/or to influence the procurement process to the detriment of the Government interests.

Annexure No. II (Contd...)

(e) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

3. Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Para 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(b) Forfeiture of EMD/Performance Guarantee/Security Deposit. If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Para 3 (a), the Principal/Owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Security Deposit of the Bidder/Contractor.

(c) Criminal Liability. If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in the regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

4. Previous Transgression

(a) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

(c) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

5. Equal Treatment of all Bidders/Contractors/Subcontractors

(a) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(b) The Principal /Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(c) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Annexure No. II (Contd...)

6. **Duration of Pact**

(a) The Pact begins when both the parties have legally signed it, it expires for the Contractor/Vendor after the final payment under the contract has been made or till the continuation of defect liability period, whichever is more and for all other bidder, till the Contract has been awarded.

(b) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of the Pacts as specified above, unless it is discharged/determined by the Competent Authority, DGNP(V).

7. **Other Provisions**

(a) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the formation of the Principal/Owner, who has floated the Tender.

(b) Changes and supplements need to be made in writing Side agreements have not been made.

(c) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(d) 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.

(e) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pct, any action taken by the Owner/Principal in accordance with this integrity Agreement/Pact or interpretation there of shall not be subject to arbitration.

8. **Legal and Prior Rights**

All rights and remedies of the parties here to shall be in addition to all the other legal rights and remedies belonging alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree provisions covered under this Integrity Pact.

9. **Independent Monitors**

(a) That the MoD has appointed following Independent Monitors for this Pact:-

(i) Commodore Sanjay Dutt, PDODY

Any complaint with regard to violation of IP, whenever received, will be referred to the Independent Monitors for their comments/enquiry.

(b) The task of the Monitor is to review independently and objectively, any complaint received with regard to violation of Integrity Pact and offer comments or carry out enquiry as deemed fit.

(c) That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.

(d) That the Bidder/Contractor accepts that if the Monitor needs to access any records then the Monitor shall have the right to access without restriction to all project documentation of the Principal / owner including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional to Sub-Contractors and documentation including minutes of meeting. The same is application and documents of the Principal/owner and Bidder/Contractor/Sub-Contractors/Associates with confidentiality.

Annexure No. II (Contd...)

(e) That if the Monitor has reported to the Principal/Owner a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Principal/owner has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(f) The word 'Monitor 'would include singular and plural.

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESS.

1.....
(Signature, name and address)

2.....
(Signature, name and address)

Place :

Dated :



Annexure No. II (Contd...)

INTEGRITY PACT

To,
.....
.....
.....

Sub : CA TOKEN NO: DDG&CE (V)/TOKEN/ 03 OF 2018-19, PROVISION OF AMENITY BLOCK AND ALLIED WORKS FOR UPGRADATION OF OXY ACETYLENE FACILITY AT ND(V)

Dear Sir,

1. It is hereby declared that DGNP(V) is committed to follow the principle of transparency, equity and competitiveness in public procurement.
2. The subject Notice inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity/Agreement, 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 rejected.
3. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the DGNP(V).

Yours faithfully


(BS Grewal)
Lt Col
SSW
For Accepting Officer

INTEGRITY PACT

To,
DDG & CE
DGNP (V)

Sub : Submission of Tender for the work of

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 Agreement, which is an integral part of tender documents, 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 condition of the NIT.
3. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement 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 duration of the Integrity Agreement, which shall be in the line with Para 1 of the enclosed Integrity/Agreement.
4. I/We acknowledge that in the event of my/our failure, to sign and accept the Integrity Agreement, 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)

