



KERALA SHIPPING AND INLAND NAVIGATION CORPORATION LTD

(A Government of Kerala Undertaking)

61/1227, Udaya Nagar Road, Gandhi Nagar, Kochi -682020.
Tel: 0484 2203614/2206232, Fax 2206848 www.ksinc.in

INVITATION OF EXPRESSION OF INTEREST

(Revised and updated on 29.06.2019)

EOI No	KSINC/EOI/02/2019
Name of the work	Empanelment of Contractors for the Execution of various civil, electrical, mechanical, dredging and marine works. works in India for a period of 03 years
Website for bid documents Corrigendum/ Addendum	www.ksinc.in
Tender submission fee(Non-Refundable)	For the works up to 10 Crores: Rs. 10,000/- +GST For the works above 10 Crores: Rs. 15,000/- +GST (in form of DD in favour of KSINC payable at Ernakulam).
Submission of Technical document, Tender Fees as detail in Tender	15.07.2019 up to 15:00 hours
Opening of Bid	15.07.2019 15.30 hours
KSINC Contact information	Kerala Shipping and Inland Navigation Corporation Limited. 61/1227, Udaya Nagar Road, Gandhi Nagar, Kochi – 682020. Tel: +91 484 220 3614 Email - cskinc@gmail.com



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EOI No. KSINC/EOI/02/2019

Date: 18/06/2019

NOTICE INVITING EOI FOR EMPANELMENT OF CONTRACTORS FOR EXECUTION OF VARIOUS WORKS IN INDIA

KSINC (A Govt. of India Undertaking), invites applications for empanelment of contractors from the firms who are registered with CPWD/State PWD/MES/Railways/MSEDCL, Semi Govt. Organizations and other Autonomous bodies under Government of India and State Govt., large private or public contractors for undertaking various civil, electrical, mechanical, dredging and marine works. More details and the bid documents are available at the websites of the company, www.ksinc.in The applicant shall submit the bid latest by 15.07.2019, 15:00 hours.

The proposal will be opened on 15.07.2019 at 15.30 hours, in the presence of applicant(s) if any present. The firms will be short listed and finalised for empanelment on the basis of their technical proposal qualifying according to the eligibility criteria and other terms and conditions mentioned in the detailed EOI document.

The company reserves rights to reject any or all applications without assigning any reasons thereof and the decision shall be final and legally binding on all the applicants.

Sd/-

Managing Director



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SECTION I

GENERAL TERMS AND CONDITIONS

- 1) KSINC is a government of Kerala undertaking engaged in inland navigation, back water tourism, construction and repair of vessels etc. Its has head office at Gandhi Nagar and units at Thevara, Thoppumpady and near High Court.
- 2) KSINC is in the process of preparing a panel of contractors to take up various works for and on behalf of the company. Therefore **Expressions of Interest (Eoi) are invited from reputed contracting firms** who are registered with CPWD/State PWD/MES/Railways/MSEDCL, Semi Govt. Organizations and other Autonomous bodies under Government of India and State Government, large private or public contractors for creating a panel of contractors who are willing to undertake undertaking various civil, electrical, mechanical, dredging and marine works for and on behalf of KSINC.
- 3) **The empanelment will for a period of three years.**
- 4) The bid document has to be downloaded from the website of the company www.ksinc.in. Bidders are advised to visit the website regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed upto submission of bid and it will be the part of bids. The full details about the work, terms and conditions shall be available in the Tender Document. The tender document has to be submitted on or before 15.07.2019, 15.00 Hrs.

- 5) The purpose of this NIE is to provide interested parties with information to assist the preparation of their bid. While KSINC has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
- 6) Further, KSINC does not claim that the information is exhaustive. Respondents to this NIE are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIE. KSINC is not responsible if no due diligence is performed by the bidders.
- 7) Interested parties shall apply for empanelment in the prescribed format, as available in the website.
- 8) The application fee / tender form cost is given below. The fee shall be remitted by way of Demand Draft in the name of Kerala Shipping and Inland Navigation Corporation Limited, payable at Ernakulam. The fee is not refundable under any circumstances.
 - i) For works up to 10 crores: Rs. 10,000/- + GST
 - ii) For the works above 10 crores: Rs. 15,000/- +GST
- 9) Last date of receipt of complete empanelment document is up to 15.00 Hrs on 15.07.2019 The Eoi in sealed envelopes, super scribing thereon '**Application for Empanelment as Contractor under category 'A'/'B'/'C'..... etc**' shall be addressed to:

The Managing Director,
Kerala Shipping and Inland Navigation Corporation Ltd,
61/1227, Udaya Nagar Road,
Gandhi Nagar, Kochi – 682020.
- 10) The bidder shall sign all pages of the EOI document and the Annexures and attachments in acceptance of the terms and conditions of tender.
- 11) Received offers will be opened at 15:30 hrs. on 15.07.2019 in the presence

of bidder's representatives who may likely to present.

- 12) The Managing Director, KSINC reserves the right to accept or reject, any or all the offers submitted in response to this advertisement without assigning any reasons thereof.
- 13) KSINC requires that Bidders under this contract to observe the highest standard of ethics during the bidding process and execution of the assignment. Any effort by the Bidder to influence the bid evaluation, bid comparison or contract award decisions, may result in the rejection of this bid.
- 14) The jurisdiction for all disputes arising out of this tender, subsequent work order, agreement or any other matter related thereto shall be the Courts in Ernakulam, irrespective of the location of the bidders.
- 15) All information submitted in response to this NIE shall be the property of KSINC and it shall be free to use the concept of the same at its will.
- 16) The empanelment will be for a period of **three years** from the date of selection and can be Renewed upon request of the applicant based on the terms defined by KSINC.
- 17) The empanelment will be made for a specific category depending on the credentials Submitted. The Contractors are permitted to Participate for more than one Sector/Category. If the Contractor participates in more than Sector/Category, the Contractor will have to satisfy the cumulative requirement of the Evaluation and Qualification Criteria. However, the applicant empanelled in higher category shall be eligible for Works in the lower category.
- 18) **ELIGIBILITY CRITERIA :**

The intending bidders must read the Qualification criteria as stated in section III attached herewith and choose the category they wish apply carefully. The firm should only submit the EOI for those Categories if they consider themselves eligible and possession of all the required documents.
- 19) The evaluation will be based on the experience, reputation, empanelment with other PSUs, Govt. institutions, manpower & logistical support of the applicant, their financial capabilities, quality consciousness, etc and if found necessary may also include inspecting the works undertaken by them for which, necessary co-ordination Shall be made by them. Based on the details furnished and inspection of works, eligibility criteria, the applicants will be

empanelled. Decision of KSINC regarding selection / rejection for empanelment will be final and binding and no further Correspondence will be entertained. The empanelled contractors will only be informed by post. The selected applicant has to furnish security deposit as mentioned below. The security deposit which will remain interest free with KSINC for a period of 3 years from the date of empanelment and will not be refunded under any circumstances before expiry of this period. This amount should be remitted as DD in the name of KSINC, Kochi.

	Project Cost/Category	Security Deposit (In Rupees)
1	Class A & B	1,00,000
2	Class C	75,000
3	Class D	50,000

- 20) Applications received after the due date and time is liable for rejections.
- 21) The present empanelment is mainly for works for value up to the limits mentioned in Respective categories. In case of any high value works, KSINC may undertake the works by Project specific pre-qualification exercise.
- 22) It is hereby declared that KSINC is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting for empanelment (NIE) 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 tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. 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 KSINC.
- 23) In case of any dispute, decision of MD, KSINC will be final and binding on both parties.



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SECTION - II

CHECK LIST FOR SUBMISSION OF BIDS

S.N	Particular of Document	Yes	No	Page Nos. (from – to)
a)	Original Authorization Letter to sign the Tender.			
b)	Scanned copy of Demand Draft (Tender Fee).			
c)	Letter of Transmittal on bidder letter Head to submit Technical Bid.			
d)	Yearly Turnover and profit t for Last three years ending on the financial year 2017-18. This should be duly audited by the Chartered Accountant.(Form-A) <i>Turnover: Average annual turnover from construction works should be at least 50% of the total turnover during the year.</i>			
	Balance Sheet and Profit & loss Statement are audited by Chartered Accountant.			
(e)	The bidder should also have satisfactorily completed the works as mentioned below during the last three years ending previous day of last date of submission of the bids			

	<p>One similar completed work costing/work done not less than 80% of the project cost (Higher Value of Project Cost of respective categories).</p> <p>Or</p> <p>Two similar completed works of order value each not less than 60% of the project cost (Higher Value of Project Cost of respective categories)..</p> <p>Or</p> <p>Three similar completed works of order value not less than 40% of the project cost (Higher Value of Project Cost of respective categories).</p>			
<p>“Similar work” refers Experience in Respective Sectors as mentioned above Table</p>				
f)	<p>Details of similar type of work executed indicating value of works in each contract with self- attested documentary evidence (copies of completion Certificate(s) along with work orders) of the works executed during SEVEN years. Completion certificate needs to be enclosed. (Form-H)</p>			
g)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Attach a self declaration in this regard.</p>			
h)	<p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-B)</p>			
i)	<p>Copy of P.F and PAN Number. <i>(If any of these are not available attach a declaration with reasons there of)</i></p>			
j)	<p>Goods and Service Tax (GST) details</p>			
k)	<p>The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. Copy of Certificate of Incorporation / Registration /Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. Joint ventures also may apply.</p>			

l)	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. Bidder should submit a declaration in Form- C			
m)	No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-D).			
n)	Consent Letter to execute the Integrity Pact (Form-E).			
o)	Details of Equipment's/Machinery and Vehicle details (Form-F).			
p)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head.			

Signature of the bidder

Name and address



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SECTION-III

SELECTION AND QUALIFYING CRITERIA

- 1) The intending bidders must read the terms & conditions of tender documents carefully. He should submit his bid only if he considers himself eligible and is in possession of all the documents required.
- 2) The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of incorporation /Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- 3) Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU.
- 4) The firm should not have incurred any loss in more than one year during last three years ending 2017-18. For this the financial status of the bidder shall be present in the prescribed format duly audited by the Chartered Accountant. For this purpose, turnover from contract works only shall be counted as turn over.
- 5) Shall have valid registration with all statutory authorities like PF , ESI, Income Tax, Goods and Service Tax etc. If any of these is not available, state reasons for the same.
- 6) The bidder should also have experience of having successfully completed similar works during last 5 years with minimum value as per the following table.

Sl.no	Sector	Project Cost			
		A	B	C	D
I	Buildings/ Educational institutions/ infrastructure, Public Utility & Residential Projects	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
II	Tourism & Special Projects	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
III	Roads/ Flyovers/ Footpaths, Transport Project	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
IV	Maintenance and Renovation works	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
V	Hospital construction works	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
VI	Water Supply/ Sewerage/Drainage/ Solid Waste Management, Storm Water Drains	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
VII	Geo technical investigation/ Topographical survey	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
VIII	Architectural consultancy	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
IX	Beautification of garden/Parks	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
X	Bridges	>50Cr	5 cr-50cr	1 cr-5 cr	<1cr
XI	Lake Development works	>50Cr	5 cr-50cr	1 cr-5cr	<1cr
XII	Process Engineering related works	>50Cr	5 cr-50cr	1 cr-5cr	<1cr
XIII	Ports & Harbours, Jetty Landing Centre, Dredging and Disposals, Renewable energy, Rejuvenation/Restoration of river, lake, canal etc. & Allied works infrastructure works.	>50Cr	5 cr-50cr	1 cr-5cr	<1cr
XIV	All kinds of marine and inland vessels and crafts (boats , barges, dredgers,tugs, speed boats, utility crafts etc)	>50Cr	5 cr-50cr	1 cr-5cr	<1cr



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SECTION- IV

FORMS:

LETTER OF TRANSMITTAL

FORM-A : FINANCIAL INFORMATION

FORM-B : STRUCTURE & ORGANISATION

FORM-C : NO CONVICTION CERTIFICATE

FORM-D : NO DEVIATION CERTIFICATE

FORM-E : CONSETNT TO SIGN INTEGRITY PACT

FORM-F : DETAILS OF EQUIPMENT/ MACHINERY AND VEHICLES

FORM-G : CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

FORM-H : SPECIFIC CONSTRUCTION EXPERIENCE (SECTOR WISE)

LETTER OF TRANSMITTAL

From:

To

The Managing Director,
Kerala Shipping and Inland Navigation Corporation Ltd,
61/1227, Udaya Nagar Road,
Gandhi Nagar, Kochi – 682020.

Sir,

**Subject: Submission of Application for Notice Inviting for the
“EMPANELMENT OF CONTRACTORS FOR THE EXECUTION
OF THE WORKS.**

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Signature(s) of Bidder(s)

Date of submission:

Seal of bidder

FORM -A
FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department. *(Copy of Balance sheet / P &L accounts need not be submitted now. If required KSINC will call for it later).*

Years	Gross Annual turnover on construction works	Profit/Loss (After Tax)
2015-16		
2016-17		
2017-18		
2018-19 (Optional)		

Signature of Chartered Accountant
(Seal)

Signature of Bidder(s)
(Seal)

FORM "B"

STRUCTURE & ORGANISATION

	Particulars	Details Submitted by Bidder
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder	Individual / proprietary firm / partnership / Limited company / Corporation
	Details of the document defining legal status (Attach copy)	
4.	Particulars of registration with various Government depts / agencies. (attach copies)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work. (attach separate sheets)	
6.	Details of person(s) authorized to act for the organization in this tender / EOI	
7.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	In which field of construction the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

(Use additional sheets wherever required)

Signature of Bidder(s)

FORM-C

FORMAT FOR NO-CONVICTION CERTIFICATE

[On the letterhead of the Organization]

Subject: No-Conviction Certificate for --- (Name of the work / project)

This is to certify that _____ (Name of the organization),
having registered office at _____ (Address of the registered
office) has never been blacklisted or restricted to apply for any such activities by
any Central / State Government Department or Court of law anywhere in the
country.

This is also to certify that M/s _____ (Name of Organization), is
not involved in any form of Corrupt and Fraudulent practices in past and will
never be involved in future.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

FORM-D
FORMAT FOR NO DEVIATION CERTIFICATE

[To be submitted on Bidder's Letter Head]

To,

The Managing Director,

Kerala Shipping and Inland Navigation Corporation Ltd,

61/1227, Udaya Nagar Road,

Gandhi Nagar, Kochi – 682020.

Dear Sir,

Subject: No Deviation Certificate for (name of Work /Project)

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Empanelment and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

Date:

(Signature, name and designation

of the Authorized signatory)

Place:

FORM-E

CONSENT TO SIGN INTEGRITY PACT

To,
The Managing Director,
Kerala Shipping and Inland Navigation Corporation Ltd,
61/1227, Udaya Nagar Road,
Gandhi Nagar, Kochi – 682020.

Dear Sir,

Sub: Consent to sign an Integrity Pact for (Name of Work / Project)

I/We acknowledge that KSINC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Empanelment (NIE) is an invitation to offer made on the condition that I/We will be required to sign an integrity Agreement, as given as Annexure I to this document, as and when the panel is created at the discretion of KSINC.

I/We hereby confirm acceptance and compliance with the draft Integrity Agreement in letter and spirit and further confirm that we will execute the said Integrity Agreement as and when demanded by the KSINC. I further confirm that duration of the Integrity Agreement, shall be the duration of empanelment or completion of the work if any awarded which ever is later.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, KSINC shall have unqualified, absolute and unfettered right to disqualify my bid and reject the same.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

FORM-F

DETAILS OF EQUIPMENT/ MACHINERY AND VEHICLES

S.No	Name of Equipment	Year of Manufacturer	Quantity Available

Name and seal of Bidder

FORM-G

CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
	Name of Contract	Principals's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR / month]
1					
2					
3					
4					
5					

Name and seal of Bidder

FORM-H
SPECIFIC CONSTRUCTION EXPERIENCE (SECTOR WISE)

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date	Completion Date		
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management		
Total Contract Amount	INR Million		
If partner in a JV or subcontractor, specify participation of total contract amount	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px; vertical-align: top;">Percent of Total Amount</td> <td style="width: 70%;"></td> </tr> </table>	Percent of Total Amount	
Percent of Total Amount			
Employer's Name Address Telephone/Fax Number E-mail			
Details of Equipments Used			

Annexure -I

(TO BE EXECUTED IN Rs. 100/- NON JUDICIAL STMP PAPER)

INTEGRITY PACT

Between
The Kerala Shipping & Inland Navigation Corporation (KSINC) hereinafter referred to as "The Principal",

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract / s for(details of the work)..... .

The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s). In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

- ii. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - iii. The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions,

Section 2 - Commitments of the Bidder / Contractor

- 1) The Bidder 1 Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- 1) If the Bidder, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
- 2) If the Bidder / Contractor have committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

- 5) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value.
- 3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -- Previous Transgression

- 1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders & Contractors

- 1) The Bidder / Contractor undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal

before contract signing.

- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders / Contractors

- 1) If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External independent Monitor/ Monitors

- 1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
- 3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The

parties offer to the Monitor the option to participate in such meetings.

- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chairman of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- 8) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 - Pact Duration

- 1) This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
- 2) If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged I determined by Chairman of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction

is the Registered office of the Principal, i.e. Cochin.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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For the Principal

For the Bidder / Contractor

(Official Seal)

(Official Seal)

Place

Witness: 1.....

Date

2.....