

(To be submitted in the letter head of the company/firm)

**Form-1**

**FORM OF PRE-QUALIFICATION**

<b>NAME OF THE WORK</b>	<b>ESTABLISHMENT OF BROODSTOCK MULTIPLICATION CENTRE FOR TIGER SHRIMP AT THEKKURICHI VILLAGE, RAJAKKAMANGALAM, KANNYKUMARI DISTRICT, TAMIL NADU.</b>
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1	Name of the Organization/Firm/Tenderer	
2	Postal Address & Contact No.	
3	Address of Registered / Main Office	
4	Date of establishment	
5	Status of the Company/ Firm/Entity (enclose proof) - (Whether Public Ltd./ Private Ltd./ LLP / Partnership Proprietorship)	
6	Name of Director/Partners/Proprietor i) ii) iii)	
7	GST Registration Number (Enclose copy)	
8	Permanent Account Number (Enclose copy)	
9	Details of Contractor License from PWD/ CPWD/ MES/ ISRO a. License No b. Valid up to c. Issuing Authority :	
10	Financial resource of the Firm a. Paid up capital b. Working capital c. Average annual financial turn over for the last three years	

11	Whether any bank guarantee/security was invoked as a penalty measure in non-compliance of any assumed work in the last 5 years. If yes, furnish details.	
12	If you are registered in the panel of other Organizations, Statutory bodies, Banks etc., furnish their names, category and date of registration. (Copy to be enclosed)	i) ii)
13	What are your fields of activities? Mention the fields on preference basis.	i) ii)
14	Furnish the names of three client reference as well as past performance of your Organization.	i) ii) iii)
15	Have you had any Legal / Arbitration / proceedings instituted in connection with works carried out by you? If so furnished details.	
16	Furnish photographs of important Projects carried out, if available	
17	EPF establishment code	
18	ESI establishment number	
19	UTR Number and date towards proof for remittance of tender fee (if not applicable, specify as "Exempted" and submit supporting documents)	
20	UTR Number and date towards proof for remittance of EMD (if not applicable, specify as "Exempted" and submit supporting documents)	
21	Others (If any)	

<b>Sl. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Contact Number &amp; Email Id</b>
1.			
2.			
3.			

**Encl.**

1. Contract License from PWD/CPWD/MES/ISRO
2. Status of Company/Firm/Entity
3. GST Registration Certificate
4. Permanent Account Number
5. Audited financial statements (Last 3 years)
6. Income Tax Returns & Form 16 A/Form 26 AS (Last 3 years)
7. Proof of documents like Work Order, Completion Certificate etc.
8. Integrity Pact duly signed
9. Declaration about Site Inspection
10. Solvency or Liquidity Certificate
11. Net worth & turn over certificate

**Acceptance Certificate**

i) I / We certify that the information given above is true to the best of knowledge. I / We also understand that if any of the information is found wrong, I / We am/are liable to be debarred.

**Signature of applicant**

Date:

(to be signed on a stamp paper with minimum value of Rs.100)

**Annexure - 4**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at..... on this.....day of.....20.....

**BETWEEN**

Rajiv Gandhi Centre for Aquaculture,

RGCA,....., (Hereinafter referred as the  
(Address of Division)

'Director RGCA, which expression shall unless repugnant to the meaning or context  
hereof include his successors and permitted assigns)

**AND**

(Name and Address of the Individual/firm/Company)

Through.....(Hereinafter  
referred to as the (Details of duly 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 Director RGCA has floated  
the Tender (NIT No ) (hereinafter referred to as "Tender/Bid") and intends to  
award, under laid down organizational procedure, contract for (Name of work)  
hereinafter referred to as the "Contract". AND WHEREAS the Director RGCA values full  
compliance with all relevant laws of the land, rules, regulations, economic use of  
resources and of 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 covenants contained in this Pact, the parties hereby agree as  
follows and this Pact witnesses as under:

**Article 1: Commitment of the Director RGCA**

(1) The Director RGCA commits itself to take all measures necessary to prevent  
corruption and to observe the following principles:

a) No employee of the RGCA, 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.

b) The Director RGCA will, during the Tender process, treat all Bidder(s) with  
equity and reason. The Director RGCA will, in particular, before and during the  
Tender process, provide to all Bidder(s) the same information and will not provide

to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

c) The Director RGCA shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Director RGCA 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 Director RGCA will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures

#### Article 2: Commitment of the Bidder(s)/Contractor(s)

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

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

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of RGCA's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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

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

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the 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 cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

4. 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 others and/or to influence the procurement process to the detriment of the Director RGCA interests.

5. 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).

### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Director RGCA under law or the Contract or its established policies and laid down procedures,

the Director RGCA 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 Director RGCA absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Director RGCA 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 processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Director RGCA. Such exclusion may be forever or for a limited period as decided by the Director RGCA.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Director RGCA 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 Article 3(1), the Director RGCA apart from exercising any legal rights that may have accrued to the Director RGCA, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Director RGCA 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 Director RGCA has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption 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.

2. 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 Director RGCA.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage

caused by him and has installed a suitable corruption prevention system

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. 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.
2. The Director RGCA will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Director RGCA 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.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Bidder 12 months after the completion of defect liability period and for all other bidders, till the Contract has been awarded.

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

#### **Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Director RGCA, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. 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.
4. 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.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken

by the Director RGCA in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

## Article 8- LEGAL AND PRIOR RIGHTS.

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Director RGCA) (For and on behalf of Bidder/Contractor)

**WITNESSES:**

1.....

(For and on behalf of Bidder/Contractor)

(Signature, name and address)

2.....

(Signature, name and address)

Place.

Dated:

(to be submitted in the letter head of the bank)

**Performance Security (Guarantee)**

**Bank Guarantee Bond**

In consideration of the Director, RGCA (hereinafter called "The Director") having offered to accept the terms and conditions of the proposed agreement between.....and .....(Hereinafter called "the said Contractor(s)") for the work.....(Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (Hereinafter referred to as "the Bank") hereby undertake to pay to the Director RGCA an amount not exceeding Rs. .... (Rupees..... Only) on Demand by the Director.
2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Director stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees ..... only).
3. We, the said bank further undertake to pay the Director any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Director under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till

Engineer-in- Charge on behalf of the Director certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ..... (Indicate the name of the Bank) further agree with the Director that the Director shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Director or any indulgence by the Director to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Director in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Director. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .....day of .....for .....(indicate the name of the Bank)

(To be signed on a stamp paper with minimum value of Rs. 20)

**FORM – 2**

**INTEGRITY PACT**

To  
The Director

Rajiv Gandhi Centre for Aquaculture (RGCA)  
3/197, Poompuhar Road, Karaimedu Village  
Sattanathapuram Post, SirkaliTaluk  
Mayiladuthurai District, Tamil Nadu  
Pincode: 609109

Sub: Submission of Tender for the work of \_\_\_\_\_.

Dear Sir,

I/We acknowledge that Rajiv Gandhi Centre for Aquaculture (RGCA) 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 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 this condition of the NIT.

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 RGCA. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RGCA shall have unqualified, absolute and unfettered right to disqualify the bidder/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**Form - 3**

**DECLARATION ABOUT SITE INSPECTION**

To

The Director,  
Rajiv Gandhi Centre for Aquaculture,  
(MPEDA, Ministry of Commerce & Industry, Govt. of India),  
3/197, Poompuhar Road, Karaimedu Village,  
Sattanathapuram Post, SirkaliTaluk,  
Mayiladuthurai District, Tamil Nadu.  
Pincode: 609109. Ph: 04364 265200

**Sub: RGCA Tender No ----- for the work "ESTABLISHMENT OF BROODSTOCK MULTIPLICATION CENTRE FOR TIGER SHRIMP AT THEKKURICHI VILLAGE, RAJAKKAMANAGALAM, KANNYKUMARI DISTRICT, TAMIL NADU."**

Dear Sir,

It is hereby declared that as per **1.4 Eligibility Criteria, Page 8**, I / We the bidder inspected and examined the subject site and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site, the means of access to the site, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I / We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date.

I / We bidder shall be responsible for arranging and maintaining at own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by me / us implies that I / We have read this notice and all other contract documents and has made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Yours faithfully

(Duly authorized signatory of the bidder)

Name:

Designation:

Stamp:

(To be submitted in the letter head of the company/firm)

**Form - 4**

**BID SECURITY DECLARATION**  
(RGCA Tender No ----- )

I/we, \_\_\_\_\_, having office at \_\_\_\_\_ engage to supply the material(s) to RGCA project site and

- i) Accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, I/we will be suspended for a period of five years from being eligible to submit bids for any contracts with RGCA.
- ii) Comply with the tender schedule and technical specification indicated.
- iii) Comply with the item/tender specific conditions for this tender.
- iv) Accept the Terms and conditions including special conditions and general conditions printed in this tender.
- v) I/we understand that total quantity for the entire project is specified in the tender document, however multiple supply orders will be provided for the quantity to be delivered based on the progress of the work.
- vi) Confirm that set off for the ED, VAT, etc. Paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under VAT, etc.
- vii) Certify that I/we have not been debarred by any Government/Undertaking.
- viii) Certify that the rates quoted are not higher than the rates quoted for same item to any Government/ Undertaking.
- ix) Certify that the bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Place:

Signature of Authorized Signatory

Date:

Name & Seal