

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED
(A Govt. of India Undertaking)
56/2366 (Old No.27/1038B), Panampilly Nagar, Cochin-682 036, India
Phone:0484-2323448/2323458 e-mail:amindivi@asianetindia.com
Website: www.lakshadweep.gov.in, www.ldclindia.com

TENDER DOCUMENT

**TENDER FOR ENGAGING CONTRACTORS UNDER RATE CONTRACT
FOR REMOVAL AND SALE OF WASTE OIL FROM ONBOARD
VESSELS OWNED BY THE ADMINISTRATION OF THE UNION
TERRITORY OF LAKSHADWEEP (UTLA) AND OPERATED BY
LAKSHADWEEP DEVELOPMENT CORPORATION LTD (LDCL) AT
KOCHI AND BEYPORE PORTS FOR A PERIOD OF THREE (03) YEARS**

Tender No. LDCL/WO/2026-1
Date: 27.03.2026

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Tender No. LDCL/WO/2026-1

Date: 27.03.2026

E- TENDER NOTICE

E- Tenders are invited for engaging contractors under Rate Contract for removal and sale of waste oil from onboard vessels owned by The Administration of U T of Lakshadweep (UTLA) and operated by Lakshadweep Development Corporation Ltd (LDCL) at Kochi and Beypore Ports for a period of three years.

Tender documents can be downloaded from website <https://tendersutl.gov.in/> Central Public Procurement Portal <https://eprocure.gov.in>, UTL website. Tender fee payable **Rs. 5,900/- (Rupees Five Thousand Nine Hundred only)** (non-refundable) by way of NEFT Challan in favour of Lakshadweep Development Corporation Ltd., Account No: 43011010000766 of Canara Bank, M.G. Road, Ernakulam, Kochi - 682035, IFSC Code: CNRB0014301.

Tender Information

Tender Number	LDCL/WO/2026-1
Date of issue of Tender Documents through online	27.03.2026 from 4.00 PM to 20.04.2026 11.00 AM
Pre-Bid Meeting	03.04.2026 at 03.00 PM
Tender closing date & time	20.04.2026 at 11.00 AM
Tender Opening date & time (Technical Bid)	20.04.2026 at 03.00 AM

The date and time for opening the Price Bid shall be intimated separately by e-mail to the bidders qualified in the Technical Bid. For any help in e-tendering, please contact help Desk: No. 0120-4001002, 4001005, 6277787 (<https://tendersutl.gov.in>).

-Sd/-

Managing Director

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED

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TENDER ENQUIRY

E- Tenders are invited for engaging contractors under Rate Contract for removal and sale of waste oil from onboard vessels owned by The Administration of U T of Lakshadweep (UTLA) and operated by Lakshadweep Development Corporation Ltd (LDCL) at Kochi and Bepore Ports for a period of three years.

The bidders shall possess valid certificates issued by the State or Central Pollution Control Board as recyclers/re-processors/re-refiners of waste oil (with environmentally sound management facilities). The bidder shall also have valid registration/authorization with the Cochin Port Authority / Kerala State Port Authority for the collection and processing of waste oil and slops from ships. Copies of the same shall be enclosed with Technical Bid.

The tender shall be submitted under a **two-bid system**, comprising a Technical Bid and a Price Bid. Bids must be submitted strictly in accordance with the instructions, terms, and conditions stipulated in the tender document. Any deviation from the prescribed requirements shall render the bid liable for rejection.

Bidders are advised to carefully read the tender document in its entirety prior to submission of bids and ensure full compliance with all eligibility criteria and procedural requirements.

Sd/-

Managing Director

Enclosures:

1. Introduction
2. Instruction to Bidders
3. General Conditions of Contract
4. Technical Bid - Annexure I
5. Bid Securing Declaration - Annexure II
6. Work Completion Certificate - Annexure III

7. Turnover statement – Annexure IV
8. Price bid – Annexure V
9. Self-Declaration - Annexure VI
10. Model Agreement to be executed between LDCL and the successful bidder -
Annexure VII & Schedule 1
11. Proforma of Contract Integrity Pact - Annexure VIII

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INTRODUCTION

LDCL proposes to engage eligible and qualified contractors through a competitive public tender process under Rate Contract for removal and sale of waste oil from onboard vessels (*wherein waste oil shall be procured by the successful bidder from LDCL strictly in accordance with the terms and conditions stipulated in this Tender*) and **environmentally compliant disposal** of waste oil generated onboard vessels owned by the Administration of the U T of Lakshadweep and operated by Lakshadweep Development Corporation Ltd (LDCL), at Kochi Port and Beypore Port.

The bidders must possess valid authorization issued by the State or Central Pollution Control Board as recyclers/re-processors/re-refiners of waste oil, supported by environmentally sound management facilities. Further, bidders shall hold valid registration/authorization from Cochin Port Authority and/or Kerala State Port Authority for the collection and processing of waste oil and slops from ships. Copies of all such certificates and approvals shall be mandatorily enclosed with the Technical Bid.

The successful bidder shall be required to submit a performance bank guarantee and execute a formal agreement with LDCL which shall be valid for a maximum period of three (03) years, subject to the following conditions:

- I. The initial agreement period shall be two (02) years commencing from the date of submission of the requisite Bank Guarantee.
- II. LDCL reserves the right to extend the contract period by a further maximum of one (01) year, in public interest, on the same terms and conditions.

Bidders are advised to carefully review the complete tender document and comply strictly with all instructions, terms, and conditions prior to submission. Any deviation from the prescribed requirements shall not be accepted.

Sd /-

Managing Director

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INSTRUCTION TO BIDDERS

1. The bidder shall be a Company / Proprietary firm / Partnership firm / LLP (Attach Incorporation Certificate / proof of registration / Partnership deed).
2. The bidders shall have a valid Digital Signature Certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender. As per the IT ACT 2000, all bidders who participate in the online bidding process in e-Tendering site should possess a valid Digital signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>).

3. The Tender fee of Rs. 5,900.00 is to be remitted in the form of NEFT Challan in favour of Lakshadweep Development Corporation Ltd. while submitting the Bid. Bids without tender fee will be treated as non-responsive and will not be considered for qualification.

Bank Details of Lakshadweep Development Corporation Ltd - Account No: 43011010000766 of Canara Bank, M.G. Road, Ernakulam, Kochi-682035, IFSC Code: CNRB0014301.

4. **Earnest Money Deposit (EMD)**

The bids shall be accompanied with EMD / Bid Security amounting to **Rs. 7,48,268/-** (5% of estimated value of the services to be procured) in the form of NEFT / RTGS. If the tender is not accompanied with the EMD / Bid Securing Declaration, the bid will be treated as non-responsive and will not be considered for qualification.

No interest will be paid on the Earnest Money Deposit from the date of its receipt, until it is so refunded to the unsuccessful bidders.

EMDs shall be returned to the unsuccessful bidders upon the expiry of the bid validity period, and in any event, no later than the 30th day following the award of the contract. EMD shall be returned to the successful bidder within 15 days of submission of the performance bank guarantee as stipulated in the tender.

The EMD shall be forfeited under following circumstances:

- a) In the event of the bidder withdrawing / modifying the bid before the expiry of bid validity.
- b) If the bidder fails to furnish performance guarantee within the stipulated time, upon award of contract or failing to enter into an agreement with LDCL as required in the tender within the stipulated time or within such extended time granted by LDCL, the tender shall be liable to be cancelled and EMD shall be forfeited.
- a) Withdrawal of the offer after its acceptance.

The Bidders who are registered with NSIC/MSME are exempted from payment of Tender Fee /EMD. Copy of valid NSIC/MSME Registration Certificate as per MSME Act shall be uploaded with the other Documents for availing exemption of Tender Fee /EMD. Such bidders shall submit a Bid Security Declaration in the format enclosed at **Annexure II**.

5. **Validity of the offer:** Bidder shall keep their Price Bid valid for a period of 120 days from the date of opening of the Technical Bid. Bidder shall have no right, whatsoever, to withdraw or to modify the Price Bid in any way during this period. The date of award of the contract shall be at the sole discretion of LDCL.
6. The bidders need to obtain User ID & password for log-in to e-Tendering portal <https://UTL/https://tendersutl.gov.in>. The details of e-tender help Desk: 0120-4001002, 4001005, 6277787 (<https://tendersutl.gov.in>).
7. The tenders shall be submitted “**online**” only. Tender submitted other than online shall not be considered.
8. Only GST registered Bidders will be eligible to participate in the Tender.
9. LDCL shall not be held responsible for any technical snag or network failure during online bidding, it is the Bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder’s premises to access the e-Tender Portal. Under any circumstances, LDCL shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
10. The right of acceptance of Tender will rest with LDCL who does not bind themselves to accept the lowest Tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.

11. Bidders who have been blacklisted or otherwise debarred or disqualified by LDCL / UTL Administration or any Department of Central or State Governments, Statutory Bodies or other Public Sector Undertakings shall be ineligible to participate in the tender for a period of 3 years from the commencement of such blacklisting/ debarment / disqualification or till cessation of such blacklisting/ debarment / disqualification, if it is above 3 years. A Self Declaration in this regard in the format enclosed at **Annexure VI** shall be submitted along with the technical bid and any technical bid submitted without a duly filled in Self Declaration shall be liable to be rejected by the Corporation.
12. Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
13. **Minimum Qualification Criteria** for the Tender is shown below:
 - A. Average Annual Turnover of the bidder during the last three financial years ending 31/03/2025 shall be Rs. 44,89,590/- (30% of the Estimated Cost of the tender) which will be duly certified by the Chartered Accountant as per the format given in **Annexure IV**.
 - B. The bidder should have Experience of having successfully executed “**similar works**” during last 7 years as on 28st February 2026 as per the format given in **Annexure III**.
 - i. Three **similar works** each costing not less than Rs. 59,86,120/- (40% of the Estimated cost of the Tender)
 - ii. Two **similar works** each costing not less than Rs. 74,82,650/- (50% of the Estimated cost of the Tender)
 - iii. One **similar work** costing not less than Rs. 1,19,72,240/- (80% of the Estimated cost of the Tender)
“Similar work” means at least one year experience in removing Waste Oil from at least one ocean going vessel of above 300 GRT.
 - C. The bidders shall possess valid certificates issued by the State or Central Pollution Control Board as recyclers/re-processors/re-refiners of waste oil (with environmentally sound management facilities). The bidder shall also have valid registration/authorization with the Cochin Port Authority / Kerala State Port Authority for the collection and processing of waste oil and slops from ships. Copies of the same must be enclosed with tender.

Note: Following documents as proof of experience for Similar works:

- i. Copy of original Work Order / Letter of Engagement / Agreement / Contract with value of work performed.
- ii. The bidder shall submit Work Completion Certificate towards successful completion of Manning services during the last 7 (seven) years ending on 28/02/2026 from the Client. Work Completion Certificate from the organization for which the work has been executed by the bidder shall contain
 - a) Reference Number and date of Work Order / Letter of Engagement / Agreement / Contract
 - b) Date of commencement of Contract / work
 - c) Financial Year in which the work is performed
 - d) Contract / work amount in INR
 - e) Date of completion of the contract / work
 - f) Performance of the successful bidder during the period of contract.

The details shall be provided by the bidder as per the format provided at **Annexure III.**

14. Performance Guarantee

The successful bidder has to provide the Performance Guarantee @ 5% of the contract value. This bank guarantee shall be valid for the entire period of the agreement with a claim period of 60 Days beyond the currency of the agreement. The Bank Guarantee shall be submitted within 21 days from the date of receipt of the Letter of Intent. The formal agreement in accordance with this tender shall be executed with the successful bidder only on submission of Bank Guarantee. The commencement of work under the contract will begin only on the execution of the agreement after the submission of the performance bank guarantee.

The Bank Guarantee shall be released or an NOC shall be issued by LDCL towards release of collateral against the said Bank Guarantee after successful completion of the agreement.

Such Bank Guarantee shall be forfeited on failure to perform or non-fulfillment of the terms and conditions of the tender or in the event of breach of contract by the successful bidder.

15. Power of Attorney (POA) duly notarized authorizing any person to bid in the tender, sign all tender documents and carry out the activities in connection with tender when awarded shall be submitted. In case of tender being submitted by a proprietor, a declaration that he is the sole proprietor has to be submitted. In case

of tender being submitted by a Power of Attorney holder of a proprietor, a duly notarized PoA authorizing such authorized person to bid in the tender has to be submitted. In case of partnership firm, all partners shall together authorize one partner by a POA. In case of a company, a resolution of the Board of the company to this effect duly signed by CMD/MD/CS shall be submitted.\

16. Scope of work

- i. The scope of work shall include the sale under Rate Contract (*wherein waste oil shall be procured by the successful bidder from Lakshadweep Development Corporation Ltd strictly in accordance with the terms and conditions of this Tender*), removal, transportation, and environmentally compliant disposal of waste oil generated onboard vessels owned by the Administration of the U T of Lakshadweep and operated by LDCL, at Kochi Port and Beypore Port, in full compliance with applicable statutory, port, and environmental regulations.
- ii. The approximate quantity of waste oil generated is estimated at 2,85,000 litres over a period of three (3) years. It is clarified that this quantity is only indicative and not absolute, and accordingly, there may be an increase or decrease in the actual quantity required to be removed from the vessels.
- iii. The successful bidder shall arrange the entire transportation facilities and logistics for the collection and removal of waste oil at its own cost and risk.
- iv. Upon completion of removal of waste oil, the successful bidder shall issue a duly signed **Waste Delivery Receipt** in the specified format as per **MARPOL Annex I (Oil)** and shall also submit the Ship's Delivery Challan duly signed by the Chief Engineer to LDCL for reconciliation of accounts.
- v. Waste oil shall be removed strictly on an "**AS IS WHERE IS**" basis. No segregation of water from oil shall be carried out by LDCL, and no certification in this regard shall be provided by the Master or Chief Engineer of the vessel.
- vi. The successful bidder shall produce valid authorisation from the Kerala State Pollution Control Board for transportation of waste oil, wherever required, prior to lifting the waste oil from LDCL-operated vessels and shall also produce the authorisation letter issued by the concerned Port Authority.
- vii. Depending upon the availability of waste oil, Work Orders/Sale Orders shall be issued for the collection/purchase of waste oil from onboard vessels operated by LDCL at Cochin Port and/or other notified ports.
- viii. No request for samples or inspection after submission of the bid shall be entertained.

- ix. The successful bidder shall be solely responsible for the collection and removal of waste oil from the vessels using its own resources, and LDCL shall not provide any labour or staff for landing, handling or processing of waste oil.
- x. The successful bidder shall arrange all customs formalities, if any, required for removal of waste oil from the vessels. Upon completion of removal, the successful bidder shall issue a duly signed certificate in the prescribed format on its letterhead and submit the Ship's Delivery Challan duly signed by the Chief Engineer for reconciliation.
- xi. Insurance and freight charges, if any, required as per bid conditions shall be borne entirely by the successful bidder.
- xii. Upon acceptance of the contract, the successful bidder shall remove the waste oil from onboard vessels operated by LDCL strictly in accordance with LDCL's requirements and within the stipulated timelines.
- xiii. No alteration of rates or prices shall be permitted under any circumstances once the price bid is opened, the bid is accepted or the order is placed. Withdrawal of the quotation after acceptance and/or failure to clear the ordered quantity within the stipulated period shall entail cancellation of the order and forfeiture of the Performance Bank Guarantee.
- xiv. The successful bidder shall not assign or sublet the work or any part thereof to any other person or agency.
- xv. Failure in performance of the contract or part thereof arising from war, insurrection, restraint imposed by Government, acts of legislature or statutory authorities, strike, riot, lockout, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control may be considered under force majeure, and LDCL may allow such additional time as mutually agreed, subject to submission of documentary evidence within fifteen (15) days from the date of occurrence or cessation of such event.
- xvi. In case of delay in collection of the ordered quantity beyond the stipulated period, the successful bidder shall be liable to pay Liquidated Damages, and not by way of penalty, at the rate of **0.5% of the order value per week of delay**, subject to a maximum of **10% of the order value**. If the successful bidder fails to remove the waste oil within seven (7) days from receipt of the work, LDCL reserves the right to make alternate arrangements at the risk and cost of the successful bidder, and any loss incurred shall be recoverable from the successful bidder.
- xvii. In the event the successful bidder, after issuance of the Sale Order, fails, neglects or refuses to execute the contract or perform the obligations thereunder,

LDCL shall have the absolute right to execute the work at the risk and cost of the said bidder, and all additional expenses, losses and damages incurred shall be recoverable, primarily through forfeiture of the Bank Guarantee and, if necessary, by other lawful means. Such failure shall also render the bidder liable for penal action including blacklisting or debarment from future tenders of LDCL.

- xviii. The successful bidder shall remit a lump sum amount in advance within two (2) working days by way of NEFT/RTGS in favour of Lakshadweep Development Corporation Ltd., Panampilly Nagar, Ernakulam from the date of receipt of the Sale Order for collection/purchase of waste oil, calculated as the product of the approximate quantity of waste oil to be removed (in litres) and the rate per litre quoted by the successful bidder including GST.
- xix. The details of lump sum amount to be paid for waste oil shall be calculated as per the formula as under.
Amount in Rupees for lump sum payment = (Approx. quantity of waste oil to be removed from the vessel in Ltr) X (the price quoted per Ltr by the successful bidder through this tender including GST for the respective port).
- xx. It may be noted that the quantity of waste oil mentioned shall be considered as approximate quantity but the actual payment would be calculated on the basis of actual quantity of waste oil to be removed. In case, the actual quantity of waste oil is less than the quantity mentioned above the balance amount will be adjusted on the next order payment or if the actual quantity of waste oil is greater than the approx. quantity, the additional amount shall be remitted immediately not later than two days.
- xxi. The vehicle for carrying/transportation of waste oil shall be arranged by the successful bidder at their risk and cost. The successful bidder shall have to make arrangement for loading waste oil to the vehicle at their risk and cost and LDCL will not pay any charges for the same.
- xxii. All arrangements, including but not limited to the transportation of waste oil and loading operations, shall be undertaken solely by the successful bidder at its own risk and cost. LDCL shall not be liable for any charges or expenses in this regard.
- xxiii. The bidder shall not assign or sublet the work or any part of it to any other person or party.
- xxiv. Any other duties and responsibilities assigned by LDCL from time to time in relation to manning of the vessel(s).

17. The bidders by participating in this tender shall accept the terms and conditions of the tender for Rate contract for disposal of waste oil from LDCL operated vessels at Cochin and Beypore ports the agreement in the prescribed format shall be executed after submission of the Performance Bank Guarantee specified in the tender.
18. **Submission of tenders:** The tender is required to be submitted online at <https://tendersutl.gov.in> in two parts-
- (i) Technical bid
 - (ii) Price bid

i. TECHNICAL BID: Documents to be uploaded in the Technical Bid.

- a) Tender documents duly filled as per the Technical Bid Format provided at Annexure I
- b) Copy of proof of legal entity of the bidder to be submitted: In the case of proprietorship copy of proof of registration of proprietary firm to be submitted. As regards, partnership firm copy of the partnership deed to be submitted. In the case of Companies/LLP copy of Certificate of Incorporation to be submitted.
- c) Copies of GST registration certificate etc.
- d) Copies of EPF / ESI registration certificates.
- e) Copy of NEFT challan/ DD/BC for Rs.5,900/- Including GST 18% (Rupees Five Thousand Nine Hundred only) towards tender fee remitted.
- f) Copy of NEFT challan/ DD/BC for Rs. 7,48,268/- (Rupees Seven Lakh Forty-Eight Thousand Two Hundred and Sixty-Eight only) 5% of the estimated value of the Rate contract for disposal of waste oil from LDCL Vessels towards EMD remitted / copy of proof for claiming EMD exemption.
- g) Bid securing declaration at Annexure II.
- h) Turn over certificate as proved at Annexure IV.
- i) Work completion certificate as provide at Annexure III to prove the Experience of having successfully executed “**similar works**” during last 7 years as on 28.02.2026.

Three **similar works** each costing not less than Rs. 59,86,120/- (40% of the Estimated cost of the Tender), OR

Two **similar works** each costing not less than Rs. 74,82,650/- (50% of the Estimated cost of the Tender), OR

One **similar work** costing not less than Rs. 1,19,72,240/- (80% of the Estimated cost of the Tender)

“Similar work” means at least one year experience in removing Waste Oil from at least one ocean going vessel of above 300 GRT.

- j) Copy of original Work Order / Letter of Engagement / Agreement / Contract with value of work performed
- k) Power of Attorney (POA) duly notarized as stated in the tender.
- l) Copy of PAN
- m) Copy of valid certificates issued by the State or Central Pollution Control Board as recyclers/re-processors/re-refiners of waste oil (with environmentally sound management facilities). The bidder shall also have valid registration/authorization with the Cochin Port Authority / Kerala State Port Authority for the collection and processing of waste oil and slops from ships. Copies of the same must be enclosed with tender.
- n) Power of Attorney (POA) duly notarized authorizing any person to bid in the tender, sign all tender documents and carry out the activities in connection with tender when awarded shall be submitted. In case of tender being submitted by a proprietor, a declaration that he is the sole proprietor has to be submitted. In case of tender being submitted by a Power of Attorney holder of a proprietor, a duly notarized PoA authorizing such authorized person to bid in the tender has to be submitted. In case of partnership firm, all partners shall together authorize one partner by a POA. In case of a company, a resolution of the Board of the company to this effect duly signed by CMD/MD/CS shall be submitted.

The Bidder should not indicate his basic cost offer anywhere directly or indirectly, and indication or mentioning of any such offer shall disqualify the Bidder forthwith. Disclosure / indication of the Price(s) in the Technical Bid shall make the Tender disqualified and rejected.

(ii) PRICE BID: The Price Bid shall be conclusive with the following items:

Duly filled price as placed as per format provided in Annexure V.

- a) The rates are to be indicated in figures as well as in words. The amount in words only shall be taken into account in case of any discrepancy between the words and figures. Remarks such as ‘Actuals’ shall not to be given in the quote.
- b) Certified that RATES are furnished inclusive of all taxes, levies, packing forwarding charges, customs clearance, wharf charges, transportation etc and for collection/ removal of the waste oil from the vessels operated by LDCL at Cochin and Beypore Ports on as and when required basis PER UNIT AS

DESCRIBED in the PRICE BID IN THE BID DOCUMENT, but excluding GST.

- c) The offer shall not have any open / counter conditions / claims for extra payments.
 - d) The applicable taxes, duties and levies if any shall be excluded in the rates quoted. Indications like 'extra' / 'as per rules' etc. are not acceptable
 - e) Offers shall be clear and unambiguous incomplete/ambiguous offers shall be rejected. Similarly, offers not in compliance with the tender conditions/ with counter conditions shall be rejected.
 - f) The successful bidder shall be responsible for arranging port/custom formality if any to remove the waste oil from onboard vessels. On completion of removal of waste oil the successful bidder to issue duly signed Waste Delivery Receipt in the specified format as per MARPOL Annex I-Oil. Also produce ships delivery challan signed by Chief Engineer to this office for reconciliation of accounts.
19. The bidder shall take into account all financial and other implications relating to the work to be carried out under the tender under consideration, including, but not limited to, all prevailing business costs and any potential increases therein during the currency of the proposed agreement. The successful bidder shall also ensure compliance with all applicable regulations, as well as any subsequent amendments or substitutions thereto, in connection with the said activities.
20. No alteration of rate / price shall be allowed under any circumstances once the price bid is opened / Bid is accepted / order is placed. **Withdrawal of the quotation after it is accepted and / or failure to clear the items within the stipulated period shall entail cancellation of the order and forfeiture of Performance Bank Guarantee.**
21. **Taxes**
Payment of Income Tax/GST to the Government will be the responsibility of the successful bidder. LDCL shall deduct TDS from the bill payment at the applicable rates specified by the Government from time to time.
22. Technical Bids shall be opened and scrutinized first. LDCL reserves the right to open the Price Bid of only such bidders who are found to be technically qualified on scrutiny of the Technical Bids. The decision of LDCL in this regard is final and binding on the bidder.
23. In case an unscheduled holiday is declared on the prescribed closing / opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing / opening of the Bid.

24. At the time of bid opening, LDCL shall permit only one authorized representative of each bidder to attend the bid opening provided such representative produces an authorization letter duly signed by the bidder along with the ID proof of the participant. The participant shall sign in Attendance Register provided by LDCL.
25. **DETERMINATION OF RESPONSIVENESS:**
- i. The Bids which do not satisfy the **MQC** criteria shall summarily be rejected and shall not be considered for further evaluation. The LDCL will scrutinize the Bids to determine whether the Bid is substantially responsive to the requirements of the Tender Documents. For the purpose of this clause, a substantially responsive bid is one which inter-alia confirms to all the terms & conditions of the Tender Documents without any deviation or reservation.
 - ii. After opening of the techno commercial bid, the Bidders whose bids are found responsive will be shortlisted for price bid opening.
 - iii. If any bid contains any deviation from the Bid Documents and /or if the same does not contain Bid security in the manner prescribed in the Bid Documents, then that Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e- mode will not be opened.
 - iv. In the event of a Bid being rejected, the EMD paid with such unaccepted Tender shall be refunded to the Bidder.
26. LDCL reserves the right to accept or reject any tender and to cancel the bidding process and reject all tenders at any time prior to award of the tender without assigning any reason and thereby absolve any liability to the affected bidders and no correspondence in this regard shall be entertained.
27. The documents submitted in the tender documents shall be legible and clear.
28. Any structural change in Technical Bid or Price Bid format shall lead to disqualification of the concerned bidder.
29. The Bidders are responsible to furnish all the required particulars along with the tender.
30. **Evaluation of Price Bid:** Evaluation of the Price Bids for the *Removal and Sale of Waste Oil from onboard vessels owned by the Administration of the Union Territory of Lakshadweep and operated by LDCL at Kochi and Beypore Ports* shall be carried out on an **H1 (highest quoted rate) basis, separately for each port.**
31. Any extension of the contract will be subject to the satisfactory performance of the successful bidder, at the discretion of LDCL and will be at the same rates and terms and conditions.

32. GST over and above the price quoted in the tender shall also be payable by the successful bidder at the applicable rates from time to time to LDCL. In case service provider has been levied a cumulative penalty of the contract value, extension beyond the initial period may not be considered.
33. NOTIFICATION OF AWARD AND DELIVERY:
- i. Prior to the expiry of the period of Tender validity, the successful bidder will be notified through letter by post /email confirming that their offer has been accepted. This letter is to be called Letter of Intent (LOI).
 - ii. Letter of Intent (LoI) will be issued in the name of the company which has purchased / submitted the Tender, and will constitute the conditions of contract.
 - iii. The date of commencement of work will be mentioned in the LOI. The successful Bidder shall start operations as per the date mentioned in the LOI.
 - iv. Upon receipt of the Letter of Intent (LoI), the successful bidder shall furnish the Performance Bank Guarantee in accordance with the tender conditions within **21 (twenty-one) days** from the date of receipt of the LoI. Thereafter, the successful bidder shall prepare **two (2) sets of the Agreement**, and complete all requisite formalities without delay. The duly executed Agreements, on stamp paper of appropriate value, shall be submitted to LDCL within **30 (thirty) days** from the date of receipt of the LoI. One duly signed set shall be returned to the successful bidder after execution by the authorized signatory of LDCL. The Rate Contract for disposal of waste oil from LDCL-operated vessels at Kochi and Beypore Ports shall come into force only from submission of valid performance bank guarantee and execution of the agreement with the successful bidder.
 - v. Any delay caused due to any correspondence / clarification / request etc. received from the bidder after the date of receipt of the Letter of Intent (LOI) will be to the account of the successful bidder and no extension of time will be granted for fulfillment of any of the conditions of the tender.
34. The agreement to be executed between the successful bidder and the Corporation is enclosed with this tender document as **Annexure VII**.
35. The successful bidder shall be liable to fulfill the contractual obligations and required services on all days including weekly holidays, Sundays and even at night hours as per this tender. Failure in fulfilling such obligations shall be punishable with appropriate liquidated damages as per the relevant provisions of the tender.

36. Integrity Pact (IP) shall cover this Bid throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The Bidders should sign and submit “Pre-Contract Integrity Pact” to be executed between the Bidder and LDCL (**Annexure VIII**) in a separate envelope superscribed “Pre-Contract Integrity Pact” on or before the last date and time of submission of bids. Bids not accompanied by a duly signed “Pre-Contract Integrity Pact” shall be liable for rejection. IP would be implemented through the panel of Independent External Monitors (IEM) for this tender. The name, address and email of IEM panel shall be intimated shortly.

For full details of the scheme of IP, is given below:

- 1) Shri. Anilkumar Shrivastava , 74, Aditya Avenue (Phase -1), Airport Road, Bhopal - 462030 (M.P), anilifs86@gmail.com
 - 2) Shri. Madan Mohan Bhatia,G-05, Splendid Royale, Hosapalaye Main Road, Bengaluru – 560068, mmbhatia2001@yahoo.com
37. LDCL reserves the right to seek any clarifications with the documents / information submitted by the bidder in the bid.
38. A pre bid meeting with all the bidders shall be held at LDCL Office, 56/2366, Panampilly Nagar, Ernakulam, Kochi – 682 036 at 3.00 P.M. on 03/04/2026 to clarify any doubts raised by the eligible bidders. The bidders are advised to examine the tender document carefully and if there be or appear to be any ambiguity and / or discrepancy in documents or any clarification is needed on the tender document or if they require any clarification with regard to tender, these shall be referred to LDCL in writing to e-mail ldclstorekochi@gmail.com at least one day prior to the date of pre bid meeting before 3.00 PM. Further, it is to be noted that no queries / clarifications shall be entertained after the pre-bid meeting. The bidders intending to attend the pre-bid meeting shall submit the authorization letter, one day prior to the date of pre-bid meeting. The bidders are advised to attend the pre-bid meeting in order to get clarity on the documents to be submitted in the tender.
39. DECLARATION: By quoting in this e-tender, the bidders hereby solemnly agree that “the terms and conditions of tender are accepted by the bidder and that in the event of award of the tender, the agreement in the prescribed format shall be executed.

40. **Amendment of tender document:** LDCL reserves the right to modify or amend any of the terms and condition of the tender document before closing of the tender. Any amendments issued by way of addendum/corrigendum shall be hosted on the UT of Lakshadweep e-Procurement Portal (<https://tendersutl.gov.in>) and the Central Public Procurement Portal (<https://eprocure.gov.in>) at least three (3) working days prior to the tender closing date and time. All the bidders who have uploaded the tender document are free to resubmit their tender documents after incorporating corrections in tune with the modifications before the tender closing date and time. LDCL at their discretion can extend tender closing date and time for the submission of bid to enable prospective bidders to take the amendment into account while preparing the bids.

CONTACT PERSONS:

Shri. Sadik B (94955 77320)
STORE (In Charge)/AAO, LDCL
56/2366, Panampilly Nagar,
Ernakulam, Kochi - 682 036.
email : sadik-lk@gov.in

OR

Shri Ashraf S.M (94468 28600)
Store Keeper, LDCL
LDCL, Botanical Garden, Kavaratti,
UT of Lakshadweep
Email : ashrafsn-lk@gov.in,

Tender No. LDCL/WO/2026-1

Date: 27.03.2026

GENERAL CONDITIONS

1. DEFINITIONS:

In this tender, unless context otherwise requires.

a) **“COMMENCEMENT DATE”**

Refers to the date on which LDCL commenced availing vessel tracking services in relation to the specific vessel.

b) **“CONFLICT BETWEEN SCHEDULE AND PRINCIPAL TEXT”**

It is hereby clarified that no inconsistency is intended between the provisions of this Tender Document and the Schedules annexed hereto. However, in the event of any conflict or inconsistency between the main body of this Tender Document and the said Schedules, the provisions contained in the main body shall prevail and have overriding effect.

c) **“DAY”**

Means a calendar day of twenty-four (24) consecutive hours beginning at 00.00 hrs (midnight) IST.

d) **“HEADINGS”**

The headings in this tender are inserted for the sake of convenience only and shall be ignored in construing this tender.

e) **“RATE PER LITER”**

Means consideration payable by Successful Bidder to LDCL for waste oil collected by them in accordance with this tender.

f) **“PERIOD OF AGREEMENT”**

The Agreement shall be valid for a maximum period of three years from the date of issuance of Letter of intent (LoI), subject to condition that:

- i. The initial period of agreement shall be 2 years from the date of submission of bank guarantee, i.e. from dd/mm/yyyy;

- ii. The LDCL reserves the right to extend the period of Agreement for a maximum period of one more year in public interest on the same terms and conditions.

g) **“SINGULAR/PLURAL WORDS”**

Save where the context otherwise requires, words imparting singular number shall include the plural and *vice versa* and words imparting neutral gender shall include masculine or feminine gender.

2. “PAYMENTS TO LDCL BY THE SUCCESSFUL BIDDER”

The successful bidder shall remit payment to LDCL for the waste oil collected under this Tender at the rates quoted by the successful bidder and duly approved by LDCL, in the manner and within the timelines prescribed in this Tender

3. “TENURE OF THE CONTRACT”

The rate contract shall be for a valid for a maximum period of three years from the date of issuance of the Letter of intent in this tender, subject to the following conditions:

- i. The initial period of agreement shall be 02 years from the date of submission of the Bank Guarantee.
- ii. LDCL would reserve the right to extend the period of agreement for a maximum period of one year in public interest on the same terms and conditions.

4. SCOPE OF WORK

- a. The scope of work shall include the **sale** (*wherein waste oil shall be procured by the successful bidder from Lakshadweep Development Corporation Ltd strictly in accordance with the terms and conditions of this Tender*), **removal, transportation, and environmentally compliant disposal** of waste oil generated onboard vessels owned by the Administration of the U T of Lakshadweep and operated by LDCL, at Kochi Port and Beypore Port, in full compliance with applicable statutory, port, and environmental regulations.
- b. The approximate quantity of waste oil generated is estimated at 2,85,000 liters over a period of three (3) years. It is clarified that this quantity is only indicative and not absolute, and accordingly, there may be an increase or decrease in the actual quantity required to be removed from the vessels.

- c. The successful bidder shall arrange the entire transportation facilities and logistics for the collection and removal of waste oil at its own cost and risk.
- d. Upon completion of removal of waste oil, the successful bidder shall issue a duly signed **Waste Delivery Receipt** in the specified format as per **MARPOL Annex I (Oil)** and shall also submit the Ship's Delivery Challan duly signed by the Chief Engineer to LDCL for reconciliation of accounts.
- e. Waste oil shall be removed strictly on an **"AS IS WHERE IS"** basis. No segregation of water from oil shall be carried out by LDCL, and no certification in this regard shall be provided by the Master or Chief Engineer of the vessel.
- f. The successful bidder shall produce valid authorisation from the Kerala State Pollution Control Board for transportation of waste oil, wherever required, prior to lifting the waste oil from LDCL-operated vessels and shall also produce the authorisation letter issued by the concerned Port Authority.
- g. Depending upon the availability of waste oil, Sale Orders shall be issued for the collection/purchase of waste oil from onboard vessels operated by LDCL at Cochin Port and/or other notified ports.
- h. The amount payable as per the ordered quantity shall be remitted in advance to LDCL's bank account, including applicable taxes, through NEFT/RTGS in favour of Lakshadweep Development Corporation Limited.
- i. No request for samples or inspection after submission of the bid shall be entertained.
- j. The successful bidder shall be solely responsible for the collection and removal of waste oil from the vessels using its own resources, and LDCL shall not provide any labour or staff for landing, handling or processing of waste oil.
- k. The successful bidder shall arrange all customs formalities, if any, required for removal of waste oil from the vessels. Upon completion of removal, the successful bidder shall issue a duly signed certificate in the prescribed format on its letterhead and submit the Ship's Delivery Challan duly signed by the Chief Engineer for reconciliation.
- l. Insurance and freight charges, if any, required as per bid conditions shall be borne entirely by the successful bidder.
- m. Upon acceptance of the contract, the successful bidder shall remove the waste oil from onboard vessels operated by LDCL strictly in accordance with LDCL's requirements and within the stipulated timelines.
- n. No alteration of rates or prices shall be permitted under any circumstances once the price bid is opened, the bid is accepted or the order is placed. Withdrawal of the quotation after acceptance and/or failure to clear the ordered quantity within

the stipulated period shall entail cancellation of the order and forfeiture of the Performance Bank Guarantee.

- o. The successful bidder shall not assign or sublet the work or any part thereof to any other person or agency.
- p. In the event the successful bidder, after issuance of the Sale Order, fails, neglects or refuses to execute the contract or perform the obligations thereunder, LDCL shall have the absolute right to execute the work at the risk and cost of the said bidder, and all additional expenses, losses and damages incurred shall be recoverable, primarily through forfeiture of the Bank Guarantee and, if necessary, by other lawful means. Such failure shall also render the bidder liable for penal action including blacklisting or debarment from future tenders of LDCL.
- q. The successful bidder shall remit a lump sum amount in advance within two (2) working days from the date of receipt of the Sale Order for collection/purchase of waste oil, calculated as the product of the approximate quantity of waste oil to be removed (in litres) and the rate per litre quoted by the successful bidder including GST.
- r. The details of lump sum amount to be paid for waste oil shall be calculated as per the formula as under.
Amount in Rupees for lump sum payment = (Approx. quantity of waste oil to be removed from the vessel in Ltr) X (the price quoted per Ltr by the successful bidder through this tender including GST for the respective port).
- s. The successful bidder shall deposit a lump sum in Rupees in advance for collection/purchase of Waste Oil (approximate quantity) from the on-board vessel as detailed hereunder by way of NEFT/RTGS in favour of Lakshadweep Development Corporation Ltd., Panampilly Nagar, Ernakulam within two working days from the date of receipt of sale order.
- t. It may be noted that the quantity of waste oil mentioned shall be considered as approximate quantity but the actual payment would be calculated on the basis of actual quantity of waste oil to be removed. In case, the actual quantity of waste oil is less than the quantity mentioned above Para 'b' the balance amount will be adjusted on the next order payment or if the actual quantity of waste oil is greater than the approx. quantity, the additional amount shall be remitted immediately not later than two days.
- u. The vehicle for carrying/transportation of waste oil shall be arranged by the successful bidder at their risk and cost. The successful bidder shall have to make

arrangement for loading waste oil to the vehicle at their risk and cost and LDCL will not pay any charges for the same.

- v. All arrangements, including but not limited to the transportation of waste oil and loading operations, shall be undertaken solely by the successful bidder at its own risk and cost. LDCL shall not be liable for any charges or expenses in this regard.
- w. The bidder shall not assign or sublet the work or any part of it to any other person or party.
- x. Any other duties and responsibilities assigned by LDCL from time to time in relation to the work specified in this tender.

5. ISSUE OF WORK/SALE ORDER, WASTE OIL REMOVAL PROCEDURE AND E-INVOCING

- a. Based on the intimation received from the vessel to LDCL regarding the approximate quantity of waste oil proposed to be removed, LDCL shall issue a Sale Order to the successful bidder.
- b. The successful bidder shall remit a lump sum amount in advance, by way of NEFT/RTGS in favour of *Lakshadweep Development Corporation Limited*, Panampilly Nagar, Ernakulam, within **two (2) working days** from the date of receipt of the Work / Sale Order, towards collection/purchase of waste oil, calculated as the product of the approximate quantity of waste oil to be removed (in litres) and the rate per litre quoted by the successful bidder, inclusive of GST, for the respective port.

The lump sum payable shall be computed as per the following formula:

Amount payable (₹) = Approximate quantity of waste oil (in litres) × Rate per litre quoted by the successful bidder (including GST).

- c. Thereafter, the successful bidder shall collect the waste oil from the concerned vessel. Upon completion of collection, the actual quantity removed shall be certified by the vessel through a Delivery Challan and communicated to LDCL.
- d. It may be noted that the quantity of waste oil mentioned shall be considered as approximate quantity but the actual payment would be calculated on the basis of actual quantity of waste oil to be removed. In case, the actual quantity of waste oil is less than the quantity mentioned above the balance amount will be adjusted on the next order payment or if the actual quantity of waste oil is greater than the approx. quantity, the additional amount shall be remitted immediately not later than two days by the successful bidder.

- e. Upon confirmation of the actual quantity removed and full remittance of the corresponding amount by the successful bidder, LDCL shall raise the e-Invoice for the transaction.

6. PERFORMANCE GUARANTEE

- a. The successful bidder has to provide the Performance Guarantee @ 5% of the entire contract value. This bank guarantee shall be valid for the entire period of the agreement with a claim period of 60 Days beyond the currency of the agreement. The Bank Guarantee shall be submitted within 21 days from the date of receipt of the Letter of Intent. The formal agreement in accordance with this tender shall be executed only with successful bidder on submission of Bank Guarantee.
- b. The performance of the Successful bidder shall be evaluated by LDCL based on the quality of service rendered during the tenure of the Agreement.
- c. Such Bank Guarantee shall be forfeited on failure to perform or non-fulfilment of the terms and conditions of the tender or in the event of breach of contract by the successful bidder.
- d. LDCL shall have an unqualified option under this bank guarantee to invoke the said guarantee and claim the amount to the extent of the claim of LDCL under this tender/Agreement directly from the bank. In case the said bank guarantee is invoked by LDCL, a fresh performance bank guarantee has to be submitted by the successful bidder within 15 days.
- e. The Bank Guarantee shall be released or an NOC shall be issued by LDCL towards release of collateral against the said Bank Guarantee after successful completion of the agreement.
- f. If the agreement is extended for a further period of one year, the successful bidder shall submit a fresh / renewed bank guarantee for the extended period of one year within 15 days of receipt of communication of intent for such extension received from LDCL.

7. DEFICIENCY IN SERVICE AND LIQUIDATED DAMAGES:

In case of delay in collection of the ordered quantity beyond the stipulated period, the successful bidder shall be liable to pay Liquidated Damages, and not by way of penalty, at the rate of **0.5% of the order value per week of delay**, subject to a maximum of **10% of the order value**. If the successful bidder fails to remove the waste oil within seven (7) days, LDCL reserves the right to make alternate

arrangements at the risk and cost of the successful bidder, and any loss incurred shall be recoverable from the successful bidder.

8. TERMINATION

- a. In the event of the successful bidder going into liquidation or winding up his business or making arrangement with his creditors for ratable distribution, this agreement shall stand *ipso facto* terminated from the date of such event. This termination shall be without prejudice to any other rights or remedies, available to LDCL under this tender/agreement. Under such circumstances, LDCL shall be entitled to encash the performance guarantee furnished by the Successful bidder.
- b. In the event of LDCL winding up the operation of these vessel(s) due to technical or other reasons, the agreement stands terminated. Under such circumstances, LDCL shall issue NOC to the successful bidder for cancellation of the bank guarantee after following due procedure.
- c. In the event of any breach of terms and conditions of this tender/Agreement or unsatisfactory performance of the successful bidder, LDCL shall have the right to terminate the Agreement by giving 30 days' notice. In such situations, the LDCL shall be at liberty to encash the performance guarantee furnished by the successful bidder.
- d. In the event of and on breach of terms and conditions of this tender/Agreement due to any act on the part of LDCL, the successful bidder shall have the right to request for termination of the agreement by giving a notice of 30 days. Under such circumstances, LDCL shall issue NOC to the successful bidder for cancellation of the bank guarantee after following due procedure.
- e. In the event the successful bidder becomes insolvent and assigns its interest under the tender/Agreement for the benefit of creditors or is adjudged bankrupt, the agreement shall stand terminated thereof. Under such circumstances, LDCL shall be entitled to encash the performance guarantee furnished by the successful bidder.

9. ARBITRATION

PROVIDED ALWAYS and it is hereby expressly agreed that in case of any dispute, doubt, questions or differences arising out of or in connection with this tender, including any question regarding its existence, operation, interpretation, meaning, conditions, termination, calculations, validity or breach thereof shall be referred to and finally resolved through arbitration as per the provisions of the Arbitration & Conciliation Act, 1996 by the sole arbitrator to be appointed mutually by the parties within 15 days of serving the notice to start arbitration

proceedings and the decision of the Arbitrator shall be final and binding on the parties.

The language to be used in the arbitration shall be ENGLISH.

The governing law of the agreement shall be the substantive law of INDIA.

In any arbitration commenced pursuant to this clause,

- i. The number of Arbitrator shall be ONE; and
- ii. The seat or legal place of the arbitration shall be at Kochi or as decided by the parties.

10.ASSIGNMENT

The successful bidder shall not, except without the prior approval in writing by LDCL, transfer, sub-contract or assign its obligations or any benefit or interests in the agreement or any part thereof in any manner whatsoever to any other person or authority or firm. Any such assignments shall not absolve the successful bidder from its obligations and responsibilities under this tender.

11.SEVERABILITY AND SEPARABILITY

In case any provision of this tender/Agreement is found to be invalid, illegal or otherwise unenforceable by any Court of Law, such findings shall not affect the remaining provisions hereof and they shall remain binding on the parties.

12.FORCE MAJEURE

- a. For the purposes of this Tender/Agreement, the term “**Force Majeure**” shall mean any event or circumstance beyond the reasonable control of the affected Party, which could not have been anticipated or prevented by the exercise of due diligence, and which materially impedes or renders impossible the performance of contractual obligations. Such events shall include, but shall not be limited to, acts of God, natural calamities (including earthquake, cyclone, storm, lightning, flood, tsunami, drought, epidemic or pandemic), war (declared or undeclared), invasion, armed conflict, acts of foreign enemies, terrorist activities, riots, civil commotion, insurrection, rebellion, fire, explosion, sabotage, port closures, embargoes, governmental or judicial actions, changes in law, or any other similar causes of like nature and severity.
- b. This definition expressly excludes events arising from the negligence, willful default, financial incapacity, or commercial impracticability of either Party.
- c. In the event that either Party is prevented, hindered, or delayed in the performance of any of its obligations under this Tender/Agreement due to the occurrence of any Force Majeure event, the obligations of the affected Party, to the extent so impacted, shall stand suspended for the duration of such Force

Majeure event, provided that prompt written notice is given to the other Party in accordance with this clause.

- d. For the purposes of this Tender/Agreement, “Force Majeure” shall mean any event or circumstance beyond the reasonable control of the affected Party, which could not have been foreseen or avoided by the exercise of due diligence, including but not limited to acts of God, natural calamities (such as floods, cyclones, earthquakes, or epidemics/pandemics), war (declared or undeclared), acts of terrorism, riots, civil commotion, strikes or lockouts (not confined to the workforce of the affected Party), governmental actions or restrictions, changes in law, port closures, fire, explosion, or any other similar event rendering performance impossible or impracticable.
- e. The Party claiming Force Majeure shall notify the other Party in writing within a reasonable time of the occurrence of such event, specifying the nature of the Force Majeure, the obligations affected, and the estimated duration thereof. The affected Party shall use all reasonable endeavours to mitigate the impact of the Force Majeure and resume performance of its obligations at the earliest practicable opportunity.
- f. During the continuance of the Force Majeure event, neither Party shall be liable to the other for any failure or delay in performance of its contractual obligations to the extent such failure or delay is attributable to Force Majeure. However, this shall not relieve either Party of any obligation accrued prior to the occurrence of the Force Majeure event.
- g. On such event, the party unable to render service as aforesaid, shall notify the other party in writing, within seventy-two (72) hours of such events giving full particulars and satisfactory explanation in support of its claim. The treatment of such period shall be decided on mutually agreed terms and conditions.
- h. If the Force Majeure event continues for a period exceeding 7 days, either Party shall have the right to seek a mutually agreeable resolution, including extension of time for performance. In the event that such Force Majeure continues beyond 14 days and renders performance substantially impossible, either Party may terminate the Agreement upon written notice to the other Party, without any liability, save for obligations already accrued.
- i. Mere financial hardship, changes in market conditions, or inability to perform arising solely from economic reasons shall not constitute Force Majeure under this clause.

13.APPLICABLE LAW

The terms and provisions of this tender shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Kochi.

14.ENFORCEMENT OF LAW OF THE LAND

Violation of any of the laws by the successful bidder shall be entirely at their own risk and cost. If LDCL is required to pay any amount due to such noncompliance by the successful bidder under the orders of any authority for enforcement of any law, the same shall be deducted from the Subscription Fee and if required, the Performance Guarantee furnished by the Successful Bidder shall be encashed by LDCL.

15.COMPLIANCE OF LAWS

Compliance of all laws as regard to service rendered by them shall be on account of successful bidder.

16.CHANGE OF LAW

If there is a change in the enactment or any law in India after the date of award of this tender which results in subsequent additional cost / savings to LDCL on account of such enactment having direct effect on this tender, the successful bidder shall reimburse LDCL or LDCL shall pay to the successful bidder, as the case may be, for such cost/ savings and the two parties shall discuss and mutually agree in the method and extent to which LDCL/ successful bidder shall be compensated/ paid or provided, however, the provision of this Article shall not apply to corporate taxes and customs duties.

17.NOTICE

All notices required to be given herein shall be deemed to have been properly served when the notice was properly addressed in their respective addresses shown below, pre-paid and duly sent by registered post or speed post with acknowledgement slip. In case of emergency, parties shall also resort to notice in PDF (Portable Document Format) sent as an attachment by E-mail, in addition to the normal mode of service, which shall also be treated as valid notice on proof of its delivery.

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED
(A Govt. of India Undertaking)
56/2366 (Old No.27/1038B), Panampilly Nagar, Cochin-682 036, India
Phone:0484-2323448/2323458 e-mail:amindivi@asianetindia.com
Website: www.lakshadweep.gov.in, www.ldclindia.com

Tender No. LDCL/WO/2026-1

Date: 27.03.2026

ANNEXURE – I

TECHNICAL BID

#	DETAILS	PARTICULARS
1	Name of the Bidder	
2	Registered Office Address with Tel Nos.& email ID	
3	Local Office Address with Tel Nos.& email ID	
4	Status of the Bidder (Legality of the entity) (Public Ltd./ Pvt. Ltd./ Proprietorship/ Partnership/ LLP/ any other) (Attach copy of the document)	
5	Name and Address of the Partners/Managing Director/ Proprietor, as the case shall be	
6	Form fee details	
7	EMD Details	
8	Bid securing Declaration as provided at Annexure II	
9	Copy of a valid Certificate / Authorisation issued by the State and/or Central Pollution Control Board, certifying the bidder as a recycler, re-processor or re-refiner, with environmentally sound management facilities.	
10	Copy of valid proof of registration and/or permission issued by the Cochin Port Authority authorising the bidder to undertake the work of removal of waste oil from vessels at the Port of Cochin.	
11	Copy of valid proof of registration and/or permission	

	issued by the Port Authority, Beypore, authorising the bidder to undertake the work of removal of waste oil from vessels at the Port of Beypore.	
12	PAN No. of the Bidder (Enclose copy)	
13	Copy of GST Registration Certificate of the Bidder.	
14	Documents proving <u>experience criterion</u> as per Minimum Qualification Criteria a) Three similar works each costing not less than Rs. 59,86,120/- (40% of the Estimated cost of the Tender). OR b) Two similar works each costing not less than Rs. 74,82,650/- (50% of the Estimated cost of the Tender). OR c) One similar work costing not less than Rs. 1,19,72,240/-(80% of the Estimated cost of the Tender).	
15	Copy of original Work Order / Letter of Engagement / Agreement / Contract with value of work performed as per Minimum Qualification Criteria.	
16	Work Completion Certificate as format given in Annexure III	
17	Average Annual Turnover of the bidder during the last three financial years ending 31/03/2025 shall be Rs. 44,89,590/- (30% of the Estimated Cost of the tender) which will be duly certified by the Chartered Accountant. As per format provided at Annexure IV	
18	Copy of 26AS from the TRACES site for last 3 years	
19	Whether the Bidder has been blacklisted / debarred / disqualified by any government organization / body / authority. Self-Declaration in this regard in the format enclosed at <u>Annexure VI</u>	
20	Power of Attorney (POA) duly notarized authorizing any person to bid in the tender, sign all tender documents and carry out the activities in connection with tender when awarded. In case of tender being submitted by a	

<p>proprietor, a declaration that he is the sole proprietor has to be submitted. In case of tender being submitted by a Power of Attorney holder of a proprietor, a duly notarized PoA authorizing such authorized person to bid in the tender has to be submitted. In case of partnership firm, all partners shall together authorize one partner by a POA. In case of a company, a resolution of the Board of the company to this effect duly signed by CMD/MD/CS shall be submitted.</p>	
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It is hereby declared and affirmed that the particulars furnished hereinabove are true and correct to the best of my/our knowledge and belief and are supported by documentary evidence, which shall be produced for verification as and when required by the competent authority.

NAME & DESIGNATION OF THE AUTHORIZED PERSON

BID SECURING DECLARATION FORM

Tender No. LDCL/WO/2026-1

Date: 27.03.2026

I/We, the undersigned, hereby declare that I/We understand that this Bid Securing Declaration is submitted in lieu of Bid Security in accordance with the terms and conditions of this tender.

I/We undertake that I/We shall be liable to be disqualified from participating in any tender of Lakshadweep Development Corporation Limited for a period of **Four (4) years**, if I/We:

- a) Withdraw, modify or impair my/our Bid during the period of bid validity; or
- b) Upon acceptance of my/our Bid, fail or refuse to execute the contract and/or furnish the Performance Security within the stipulated time.

This Declaration shall cease to be valid if I/We are not declared as the successful bidder, upon the earlier of issuance of notification of award or expiry of the bid validity period.

Signed:

Name & Designation:

For and on behalf of:

Date:

Seal:

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED

(A Govt. of India Undertaking)

56/2366 (Old No.27/1038B), Panampilly Nagar, Cochin-682 036, India

Phone:0484-2323448/2323458 e-mail:amindivi@asianetindia.com

Website: www.lakshadweep.gov.in, www.ldclindia.com

Tender No. LDCL/WO/2026-1

Date: 27.03.2026

ANNEXURE – III

WORK COMPLETION CERTIFICATE
(REMOVAL OF WASTE OIL FROM SHIP)

(Please refer Minimum Qualification Criteria stated at Clause 14)

This is to certify that M/s..... (Name of the Bidder) have performed the following work of removal of waste oil from ships above 300 GRT from the ship in accordance with the details provided in the table below:

Sl. No.	Reference No. of Work Order / Letter of Engagement / Agreement / Contract	Date of Commencement of Work	Financial Year	Date of Completion / Ongoing	Value of Work (₹)

Remarks regarding the Performance of the similar work from the Ship-owner/Ship Operator (to whom the service was rendered):

Seal and Signature of the Ship-owner/Ship Operator (to whom the service was rendered):

TURNOVER STATEMENT

Name of Bidder

Financial Year

2022-2023

2023-24

2024-25

Annual Turnover			
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CERTIFICATE FROM PRACTICING CHARTERED ACCOUNTANT

This is to certify that M/s.....(Name of the Bidder) has annual turnover as shown above against the respective years.

Name of the CA:

(Seal)

Date:

PRICE BID

Sl. No.	ITEM NAME	Price per Litre (₹) (Exclusive of GST)			
		COCHIN		BEYPORE	
		In Figures (₹)	In Words	In Figures (₹)	In Words
1	Rate Per liter for the Collection and Disposal of Waste Oil from Onboard Vessels Owned by UTLA and Operated by LDCL				

IMPORTANT NOTES / DECLARATION

1. It is hereby certified that the rates quoted are inclusive of all taxes, duties, levies, packing and forwarding charges, customs clearance, wharfage, transportation and all other incidental costs towards the collection and removal of waste oil from vessels operated by LDCL at Cochin and Beypore Ports, on an “as and when required” basis, strictly as per the unit described in the Price Bid of the Bid Document, but **exclusive of GST**.
2. It is further certified that advance remittance of the value of waste oil, as per the order placed, shall be made inclusive of all applicable taxes and duties.
3. It is declared that no counter conditions, qualifications or deviations have been incorporated in the Price Bid.
4. The The successful bidder bidder shall be solely responsible for arranging and complying with all port and customs formalities, if any, required for removal of waste oil from onboard vessels. Upon completion of removal of waste oil, the The successful bidder bidder shall issue a duly signed **Waste Delivery Receipt** in the prescribed format in accordance with **MARPOL Annex I (Oil)** and shall also submit the Ship’s Delivery Challan duly signed by the Chief Engineer to this office for reconciliation of accounts.

NAME & DESIGNATION OF THE AUTHORIZED PERSON

SELF DECLARATION

This is to certify that we do not have any punitive actions taken/ pending against us, such as black listing / debarring/ disqualification by LDCL/ UTL Administration or any Department of Central or State Governments, Statutory Bodies or other Public Sector Undertakings in the last 3 years before the time of participating in the Tender No. **Tender No. LDCL/WO/2026-1 Date:27.03.2026** floated by LDCL for *“REMOVAL, SALE AND DISPOSAL OF WASTE OIL FROM ONBOARD VESSELS OWNED BY THE ADMINISTRATION OF THE UNION TERRITORY OF LAKSHADWEEP AND OPERATED BY LAKSHADWEEP DEVELOPMENT CORPORATION LTD (LDCL), AT KOCHI AND BEYPORE PORTS”*

For

Authorized Signatory

AGREEMENT FORMAT FOR RATE CONTRACT FOR REMOVAL/SALE AND DISPOSAL OF WASTE OIL FROM ONBOARD VESSELS OWNED BY UTLA AND OPERATED BY LDCL AT COCHIN AND BEYPORE PORTS.

Tender No. LDCL/WO/2026-1

Date: 27.03.2026

This Agreement is made on thisday of(month. yyyy) between M/s.(Name and full address of the successful bidder) (hereinafter called “THE CONTRACTOR” which term shall wherever the context so admits include their heirs, legal representatives and assignees) represented by Shri.....(Name and Designation) on the one part and Lakshadweep Development Corporation Limited (A Government of India Undertaking), having its registered office at Botanical Gardens, Kavaratti, UT of Lakshadweep and corporate office at 56/2366, Panampilly Nagar, Ernakulam, Kochi- 682036 (hereinafter called “LDCL” which expression shall wherever the context so admits include his successors in the office and assignees) represented by Shri..... , General Manager on the other part.

WHEREAS “ THE CONTRACTOR” has agreed with LDCL for “RATE CONTRACT FOR REMOVAL / SALE AND DISPOSAL OF WASTE OIL FROM ONBOARD VESSELS OWNED BY THE ADMINISTRATION OF THE UNION TERRITORY OF LAKSHADWEEP AND OPERATED BY LAKSHADWEEP DEVELOPMENT CORPORATION LTD (LDCL), AT KOCHI AND BEYPORE PORTS” as specified and at the prices and in the manner and upon the terms and conditions described in the schedule hereto and hereinafter mentioned.

NOW THESE PRESENCES WITNESSETH AND the parties mutually covenant and agree as follows:

- a. The CONTRACTOR hereby agrees to execute the workas per the terms and conditions mentioned in the tender document and the purchase order, at the rates accepted by LDCL in the tender and for a period from to
- b. The CONTRACTOR has submitted an amount of Rs./- (Rupeesonly) by the mode oftowards Bank Guarantee as per Tender condition.

- c. The following documents shall be deemed to form and be read and construed as part of this agreement via.
- i. Tender Document No.Dated:
 - ii. Price Bid submitted online during the Tender.
 - iii. Letter of Intent (LoI)
 - iv. Bank Guarantee.
 - v. ..
- d. Any of counter terms and conditions of the CONTRACTOR shall not be taken as terms and conditions of the tender and agreement unless LDCL in writing specifically agree to it.

IN WITNESS WHERE OF THE CONTRACTOR herein to set his hand and seal AND on behalf of LDCL, the has set his hand and seal hereunto on the day and year first written above

FIRST PARTY (CONTRACTOR)

NAME AND ADDRESS

SECOND PARTY

LDCL

General Manager

Lakshadweep Development Corporation Ltd.

Botanical Gardens, Kavaratti

UT of Lakshadweep

IN WITNESS WHEREOF the parties hereto sign their agreement as of the date herein written above.

1. (Name, and Address)

2. (Name, and Address)

Annexure XI

LAKSHADWEEP DEVELOPMENT CORPORATION LTD.

“FOR REMOVAL / SALE AND DISPOSAL OF WASTE OIL FROM ONBOARD VESSELS OWNED BY THE ADMINISTRATION OF THE UNION TERRITORY OF LAKSHADWEEP AND OPERATED BY LAKSHADWEEP DEVELOPMENT CORPORATION LTD (LDCL), AT KOCHI AND BEYPORE PORTS, FOR A PERIOD OF THREE (03) YEARS”

PROFORMA OF CONTRACT INTEGRITY PACT

General

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on this thedd/mm/yyyy, between the Board of Trustees of Lakshadweep Development Corporation Ltd. Acting through Shri.....

_____,(Designation of the Officer), Lakshadweep Development Corporation Ltd. (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'EMPLOYER' has invited Bids for ***“REMOVAL / SALE AND DISPOSAL OF WASTE OIL FROM ONBOARD VESSELS OWNED BY THE ADMINISTRATION OF THE UNION TERRITORY OF LAKSHADWEEP AND OPERATED BY LAKSHADWEEP DEVELOPMENT CORPORATION LTD (LDCL), AT KOCHI AND BEYPORE PORTS, FOR A PERIOD OF THREE (03) YEARS”*** (hereinafter referred to as the “Services”) and the BIDDER is submitting his Bid for the Services and

WHEREAS the BIDDER is a Private Limited company / Public Limited company / Government undertaking / registered partnership firm constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Lakshadweep Development Corporation Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'EMPLOYER'

- 1.1. The 'EMPLOYER' undertakes that no official of the 'EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2. The 'EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3. All the officials of the 'EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'EMPLOYER' and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the 'EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the successful bid or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the 'EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the 'EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'EMPLOYER' or alternatively, if any relative of an officer of the 'EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'EMPLOYER'.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Bid Security) / Performance Bank Guarantee (Performance Security)

- 5.1 While submitting commercial Bid, the BIDDER shall deposit an amount of Rs. 7,48,268/- (5% of the estimated value of the services to be procured as Earnest

Money, with the 'BUYER/ EMPLOYER' through NEFT challan in favour of Lakshadweep Development Corporation Ltd., Account No: 43011010000766 of Canara Bank, M.G. Road, Ernakulam, Kochi – 682 035, IFSC Code: CNRB0014301.

- 5.2 The successful BIDDER has to provide the Performance Guarantee @ 5% of the entire contract value.
- 5.3 This bank guarantee shall be valid for the entire period of the agreement with a claim period of 60 Days beyond the currency of the agreement. The Bank Guarantee shall be submitted by the successful bidder within 21 days from the date of issue of the Letter of Acceptance
- 5.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money for the period of its currency.
- 5.6 EMPLOYER reserves its right to suspend the bidders from participating in the future tenders invited by EMPLOYER for a period of two years from the date of such Suspension Orders, under the following circumstances:
 - (1) If after the opening of Tender, if the BIDDER withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
 - (2) After the award of services, if the BIDDER fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document.

6. Sanctions for Violations

- 1.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'EMPLOYER' to take all or anyone of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) If after the opening of Tender, if the BIDDER withdraw or modify his

Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors **OR** After the award of services, if the BIDDER fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document, the EMPLOYER reserves its right to suspend the BIDDER from participating in the future tenders invited by EMPLOYER for a period of two years from the date of such Suspension Orders.

- (iii) The Performance Security (after the Contract is signed) shall stand forfeited either fully or partially, as decided by the EMPLOYER and the EMPLOYER shall not be required to assign the reason therefore.
- (iv) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (v) If the EMPLOYER has terminated the Contract according to Section -4, or if the EMPLOYER is entitled to terminate the contract according to Section -4, the EMPLOYER shall be entitled to demand and recover from the SUCCESSFUL BIDDER, liquidated damages equivalent to 5% of the Contract Value, or the amount equivalent to Performance Security, whichever is higher.

The BIDDER agrees and undertakes to pay the said amounts, without protest or demur, subject only to the condition that, if the BIDDER /The successful bidder can prove and establish that the termination of the Contract after the Contract award has caused no damage or less damage than the amount of liquidated damages, the BIDDER/The successful bidder shall compensate the EMPLOYER, only to the extent of the damage in the amount proved.

- (vi) To debar the BIDDER from participating in future bidding processes of the EMPLOYER/Government of India for a minimum period of five years, which may be further extended at the discretion of the 'EMPLOYER'
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'EMPLOYER' resulting from such cancellation/rescission and the 'EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

1.2. The 'EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (viii) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

1.3. In case of a final decision by the EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER, it shall be binding and therefore, notified to the BIDDER forthwith. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact in appeal, under intimation to the EMPLOYER, within a period not later than of one month of the date of such notification. In such cases, the decision of the Independent Monitor(s) will be final, conclusive and binding on both the BIDDER and the EMPLOYER.

7. **Fall Clause**

7.1. The BIDDER undertakes that it has not performed/is not performing similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'EMPLOYER', if the contract has already been concluded.

“**Similar Services**” means a Contract with similar location, scope of work, terms and conditions of Contract and such other aspects which would have material effect on the bid price.

8. **Independent Monitors**

8.1. The 'EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

3) Shri. Anilkumar Shrivastava , 74, Aditya Avenue (Phase -1), Airport Road, Bhopal - 462030 (M.P), anilifs86@gmail.com

4) Shri. Madan Mohan Bhatia, G-05, Splendid Royale, Hosapalaye Main Road, Bengaluru – 560068, mmbhatia2001@yahoo.com

8.2. The task of the Monitors shall be to review independently and objectively,

whether and to what extent the parties comply with the obligations under this Pact.

- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER,
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to the successful bidder bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER the successful bidder(s) with confidentiality.
- 8.7. The EMPLOYER, 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

- 10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is Ernakulum.
- 10.2 The person signing this IP shall not approach the Courts while representing the matters to Monitors and he/she shall wait for the decision of Monitors in the matter.

11. Other Legal Actions

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

12. Validity

12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at ___ on ___

EMPLOYER

Name of the Officer
Designation

BIDDER

Name of Authorized Official of Bidder
Designation

Lakshadweep Development Corporation Ltd.

Witness

1. _____

2. _____

Witness

1. _____

2. _____,

*Provisions of these clauses would need to be amended/deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign bidders.

