

MILITARY ENGINEER SERVICES
NOTICE OF TENDER (NIT)

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less, a tenderer/ bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over site, which will be on or about two weeks after the date of Acceptance of Tender.
4. Contractors whose names are on the MES approved list and within whose financial category the estimated amount would fall and unenlisted contractors may submit tender/bid subject to other criteria mentioned in Appendix A. However in case of term contracts, enlisted contractors of Class SS to E may submit tender. Not more than one tender shall be submitted/uploaded by one contractor/ firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/bid for the same contract as separate competitors. Two firms shall be deemed to have business dealing if any of the partners/proprietor/director is common among both of them. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
5. The office of the **CEUZ Udhampur** will be the Accepting Officer here-in-after referred to as such for purpose of the contract.
6. Not more than one tender/bid shall be submitted/uploaded by one bidder firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/bid for the same tender as separate competitors. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
7. The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder on or before the date & time mentioned in **NIT**. A scanned copy of DD with enlistment details/ documents shall be uploaded as packet 1/cover-1 ('T' bid) of the tender/bid on e-tendering portal. DD is refundable in case 'T' bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government whatsoever on this account.
- 7.1. Tender form and conditions of contract and other necessary documents shall be available on eprocuremes.gov.in/eprocure.gov.in site for download and shall form part of contract agreement in case the tender/ bid is accepted.
- 7.2 In case of MES enlisted contractor who has not executed the Standing Security Bond and unenlisted contractor, the Cover-I shall be accompanied by Earnest Money for the amount mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned CCE/GE/GE (I)/AGE (I) (see Appendix 'A') by a Scheduled Bank or in received treasury Challan the amount being credited to the revenue deposit of the concerned CCE/GE/GE(I)/AGE(I) (see Appendix 'A'). The CCE/GE/GE (I)/AGE (I) will return the Earnest Money, wherever applicable, to all unsuccessful tenderers/bidders by endorsing an authority on the deposit at call receipt for its refund, on receipt of intimation from the Accepting Officer to do that.
- 7.3 **PERFORMANCE SECURITY** (See Condition 19 of IAFW-2249).
 - (a) In case the tender/bid submitted by the contractor is accepted, the contractor will be required to lodge with the Accepting Officer 'PERFORMANCE SECURITY DEPOSIT' calculated @ 5% (Five Percent) of the Contract Sum as notified by the Accepting Officer within 28 (Twenty Eight) days of the receipt of notification of acceptance of Tender / Bid by the contractor. The Performance Security can be submitted by the successful contractor in the form of Bank Guarantee Bond or Government Securities, FDR or any other form of deposit approved in MES. The failure of the contractor to submit the 'Performance Security Deposit' within the stipulated period of 28 days shall constitute sufficient grounds for cancellation of the award of the work and the following action taken by the department.
 - (i) In case of Un-enlisted Contractors the 'Earnest Money' submitted by the Contractor shall be forfeited.
 - (ii) In case of MES enlisted contractor, amount equal to the Earnest Money stipulated in the 'Notice Inviting Tender' shall be deposited by the tenderer through MRO. Issue of tender/s to such tenderers shall remain suspended till the aforesaid amount equal to 'Earnest Money' is deposited in the Government Treasury and a proof of the same shall be submitted to the Accepting Officer for his reference and record by the contractor.
 - (b) The Performance Security shall be in favour of Accepting Officer and shall be in any of the forms mentioned here-in-before. Work Order No 1 shall be placed only after submission of Performance Security of adequate value by the contractor. In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as part of the Performance Guarantee and the Bank is unable to make payment against the said fixed

NOTICE OF TENDER (NIT) (Contd..)

- receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (c) The period of validity of the Bank Guarantee Bond against Performance Security shall be initially valid upto the stipulated date of expiry of Defects Liability Period plus minimum 60 days beyond that. In case final bill is not paid during this period, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time required for payment of final bill.
- 7.4 In case of successful contractor i.e. the lowest contractor having submitted EMD, he shall have the option of converting the EMD instrument into part of the Performance Security to be deposited by him within 28 days from the receipt of intimation of acceptance of tender from Accepting Officer.
 8. Sample of materials and stores to be supplied by the contractor will also be available for inspection by the bidder at the office of concerned GE/GE (I)/AGE (I)/Project Manager during working hours. The bidder is advised to visit the site of work by making prior appointment with GE/GE (I)/AGE (I)/CCE/Project Manager, who is the Executing Agency of the work (see Appendix 'A'). The bidder shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.
 9. Any bid which proposes any alteration to any of the conditions laid down or proposes any other new condition whatsoever, is liable to be rejected.
 10. The uploading of bid by a bidder implies that bidder has read this notice and the conditions of contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores (as applicable) etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
 11. The bidder must be in possession of a copy of the MES Schedule (SSR) (Part-I & Part-II of latest edition) including amendments and errata thereto.
 12. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/ bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by Accepting Officer based on, inter alia, capacity of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the defprocmes website. The applicant contractor/bidder if he so desires may appeal to the next higher Engineer authority HQ CENC Udhampur on email ID **<dircontceengrul-mes@nic.in>** with copy to the Accepting Officer on email ID **<e8u2-mes@nic.in>** before the scheduled date of opening of Finance Bid. The decision of the Next Higher Engineer Authority (NHEA) shall be final and binding. The contractor/ bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
 13. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking/Small & Medium Enterprises (SMEs), giving a price preference/purchase preference over other tender(s)/bids which may be lower, as are admissible under the Government Policy. No claim for any compensation or otherwise shall be admissible for such tenderer/bidder whose tender/bid is rejected.
 14. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
 15. The Notice Inviting Tender (NIT) including Appendix 'A' and Annexures thereto, if any, shall form part of the contract agreement.

Signature of the Contractor)
Dated: _____

AAD(Contracts)
for Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1	Name of Work	ADDITION/ALTERATION FOR EXTERNAL STRUCTURAL RE-HABILITATION INCLUDING REPLACEMENT OF STEEL WINDOWS OF CERTAIN BLOCKS AT PB ENCLAVE UNDER GE (N) UDHAMPUR																					
2	Estimated Cost	Rs 242.00 lakh (At par market)																					
3	Period of completion	15 (Fifteen) months																					
4	Cost of tender documents	Rs 2000/- in the form of DD/Bankers cheque from any Scheduled Bank in favour of GE (N) Udhampur and payable at Udhampur. (Note : In case of retendering , the contractor who had quoted in the previous call is not required to submit the cost of tender).																					
5	Website/portal address	www.defproc.gov.in																					
6	Type of contract	The tender shall be item rate based on (IAFW-1779A) and GCC (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by contractor. The contractor is required to quote his rates against each item of BOQ.																					
7	Timeline Details :	Refer critical dates on the website																					
	(a) Bid submission start date																						
	(b) Bid submission end date																						
	(c) Date of bid opening																						
8	Eligibility Criteria	<p>(a) For MES enlisted contractors</p> <p>Contractors enlisted with MES in Class 'B' and above and category 'a(i)' shall be considered qualified provided there are no adverse remarks in Work Load Returns (WLRs) circulated by Competent Engineer Authorities.</p> <p>(b) For contractors not enlisted with MES</p> <p>(i) Contractors not enlisted with MES should meet the enlistment criteria of 'B' Class and 'a(i)' category contractor with regard to satisfactory completion of requisite value works with Central/ State Government/ Central/ State PSUs/ A WHO/ AFNHB/ CGEWHO/ DGMAP, annual turnover, bank solvency, working capital and other requirements given in Para 1.4 & 1.5 of Section 1 of MES Manual of Contracts 2020 as available in all MES formations as well as MES website (www.mes.gov.in).</p> <p>(ii) Not carrying adverse remarks in Work Load Report (WLR) or any other similar report circulated by any competent authority, if already working in MES.</p> <p>(iii) Not suspended/ debarred/ blacklisted (either permanently or temporarily) from participating in any bid or for business dealings by any Central/ State Government Department or any Central/ State Government PSU or any Autonomous Body under Central/State Government or any local body as on the bid submission end date.</p> <p>(iv) Details of works completed and under progress in MES be submitted in the following format:-</p> <table border="1" data-bbox="495 1868 1485 2029"> <thead> <tr> <th>Srl No.</th> <th>CA No. & Name of Work</th> <th>Value of CA (Rs)</th> <th>Date of commen Cement as per W. O. No. 1</th> <th>Date of completion as per W.O. No. 1</th> <th>Extended date of completion</th> <th>Actual date of completion</th> <th>% Progress</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>(V) Un-enlisted Contractors who have secured two works in MES should get themselves registered in the appropriate designated Class with any Registering Authority, else these firms will not be eligible for participation in the tender unless & until the firms are enlisted with the MES.</p>						Srl No.	CA No. & Name of Work	Value of CA (Rs)	Date of commen Cement as per W. O. No. 1	Date of completion as per W.O. No. 1	Extended date of completion	Actual date of completion	% Progress								
Srl No.	CA No. & Name of Work	Value of CA (Rs)	Date of commen Cement as per W. O. No. 1	Date of completion as per W.O. No. 1	Extended date of completion	Actual date of completion	% Progress																
9	Tender issuing and Accepting Officer	Chief Engineer Udhampur Zone PO : Garhi, Udhampur (J&K), PIN-182121 Tele/ Fax : 01992-293008 Email : e8u2-mes@nic.in																					
10	Executing agency	GE (N) Udhampur																					
11	Earnest Money	Rs. 3,17,000.00 in favour of GE (N) Udhampur in the form of Deposit at call receipt, FDR not acceptable.																					

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) (Contd../-)**NOTES:**

1. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as eligible un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT is less than 7 (Seven), applications in respect of MES contractors of one class or two classes (in case of remote and difficult areas to be decided as per list circulated by CE Command/ADG) below the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore MES Contractor's one class below (two classes below in case of remote and difficult areas) may also bid for this tender. Such contractors (contractor's of one/two classes below the eligible class) shall not be considered in case their present residual work in hand is more than FIVE TIMES their present tendering limit. However in case such contractors fulfil the criteria of upgradation to the stipulated eligible class based on past experience of completed works (individual work experience and/or average annual turnover, as applicable) and financial soundness (solvency/financial soundness and working capital), the ceiling of present residual work will not apply and they will be considered for issue of tender. Such bidders shall upload in their Cover-1 of bid details related to residual work in hand like details of work in hand showing name(s) of works, names of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such contractors, if claim to fulfil the criteria of upgradation shall also upload the requisite information/documents in support of upgradation. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.
2. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT are 7 (Seven) or more, applications of only those one class below the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed works (individual work experience and/or average annual turnover as applicable) and financial soundness (solvency/financial soundness and working capital) as per details given in Manual on Contracts. Therefore such contractors shall upload the requisite information/documents in the Cover-1.
3. Un-enlisted contractor shall be considered provided he meets the criteria. Foreign firms shall not be eligible for this tender. However Indian Firms having foreign national/Indian nationals staying abroad / Indian national having taken foreign citizenship, as director(s) shall be considered subject to security clearance from the concerned authorities.
4. Contractors enlisted with MES will upload following documents in Cover 1 for checking eligibility:-
 - (a) Application for tender on Firm's letterhead.
 - (b) Enlistment letter issued by the Registering Authority duly renewed for the cycle period in vogue
 - (c) Scanned copy of DD/Bankers Cheque towards cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
 - (d) Scanned copy of GST Registration Certificate.
 - (e) Integrity pact.
 - (f) All other documents as mentioned in NIT and tender.
5. Contractors not enlisted with MES will be required to upload following documents in Cover 1 for checking eligibility:-
 - (a) Application for tender on Firm's letterhead.
 - (b) Scanned copy of DD/Bankers cheque towards cost of tender and Earnest Money Deposit (EMD) instrument.
 - (c) Copy of Police Verification Report/Police Clearance Certificate/ Character Certificate from the Police Authority of the area where registered office of the firm is located/notarized copy of valid passport of Proprietor/each Partner/each Director.
 - (d) All documents required for enlistment in MES for the class mentioned in Para 8(b) above as per Para 1.5 of Section 1 of MES Manual on Contracts, 2020.
 - (e) Details of works being executed in MES, if any.
 - (f) Integrity pact.
 - (g) Scanned copy of GST Registration Certificate.
 - (h) All other documents as mentioned in NIT and tender.

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

6. Tenders not accompanied by scanned copies or requisite DD/Bankers Cheque towards cost of tender and earnest money (as applicable) in Cover 1 shall not be considered for validation of 'T' bid and their Financial Bids will not be opened.

7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within 7 days of bid submission end date failing which following action shall be taken.

(a) In case of tenders from an enlisted contractor of MES, where scanned copies of requisite DD/Bankers Cheque towards cost or tender have been uploaded in Cover 1 but physical copies are not received within the stipulated period, their financial bids (Cover 2) will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the tenderer with ulterior motives and such tenderer shall be banned from bidding for a period of six months commencing from the date of opening of Financial Bid (Cover 2).

(b) In case of tenders from unenlisted contractor, where scanned copies of requisite DD/Bankers Cheque towards cost of tender have been uploaded in Cover 1 but physical copies are not received within the stipulated period, their financial bids (Cover 2) will not be opened. Names of such contractors along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of Financial bid (Cover 2).

(c) In case of tenders from enlisted and unenlisted contractors, where scanned copies of instruments for Earnest Money Deposit (as applicable) have been uploaded in Cover 1 but the same are not received in physical form within stipulated period, such tenders shall not qualify for opening of financial bid (Cover 2).

8. Contractor will not be allowed to execute the work by subletting or through power of attorney to a third party/another firm on his behalf. However a contractor can execute the work through power of attorney to sons/daughters/spouse of Proprietor/Partner/Director and firm's own employees, director, project manager **provided they are not having a separate enlisted firm in MES in their name as Proprietor/Partner/Director.**

9. After opening of Cover 1 and during its technical evaluation, in case any deficiency is noticed in the documents required to be uploaded by the tenderers as per NIT, a communication in the form of e-mail/SMS/Speed Post etc shall be sent to the contractor to rectify the deficiency within a period of seven days from date of communication failing which their financial bid (Cover 2) shall not be opened and contractor shall not have any claim on the same.

10. Invitation for e-tender does not constitute any guarantee for validation of Technical bid and subsequent opening of financial bid of any applicant/bidder merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the Technical bid and not to open the financial bid of any applicant/bidder. Technical bid validation shall be decided by the Accepting Officer based on eligibility of the firm as per criteria given in this Appendix. Tenderer/bidder will be informed regarding non-validation of his Technical bid assigning reasons therefor through tender evaluation report which shall be uploaded on the website. Such tenderer, if he/she desires, may appeal to the Next Higher Engineer Authority (NHEA) viz HQ CENC Udhampur on email ID **<dircontceengrul-mes@nic.in>** with copy to the Accepting Officer on email before the scheduled date of opening of Cover 2. NHEA shall decide the matter within a period of seven working days from the date or receipt of appeal. The decision of the NHEA shall be final and binding. The tenderer/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

11. In case an unenlisted contractor is already executing works in MES, he shall not be considered eligible for the subject tender if the total value of such works is more than twice the tendering limit of the MES Class of contractor for which it he eligible. For this purpose, details of the works being executed by such a contractor shall be uploaded in the Cover-1 of the bid and shall be checked/verified by the Accepting Officer.

12. In case the BOQ is revised through the corrigendum and the bidder has failed to quote on revised BOQ (i.e. he has quoted on pre revised BOQ), such bid shall be treated as willful negligence by the bidder and his quotation shall be considered non-bonafide. In such cases the lowest tender shall be determined from amongst the valid/bonafide bids only. Accepting Officer may decide whether to re-tender or consider the lowest bonafide tender for acceptance.

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

13. Revoking the offer or revising the rates upward or offering voluntary reduction by the lowest tenderer after opening of Cover 2 shall be considered as a wilful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of an unenlisted tenderer, Earnest Money deposited by him shall be forfeited. In case of MES enlisted tenderer having deposited the Standing Security Bond, an amount equal to the earnest money stipulated in the NIT, shall he notified to the tenderer for depositing through MRO and consideration of such tenderer in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary/administrative action shall be taken against such tenderers. In such a situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting tenderer and his related firm, if any, shall not be eligible for this tender in second call or subsequent calls.
14. Tender to related firms shall not be issued simultaneously. Firms shall be termed as related if Proprietor/one or more Partners/Directors are common. Decision of Accepting Officer on issue/deny of the tender to anyone of the related firms shall be final and binding.
15. **EMPLOYEES PROVIDENT FUND CODE:-** Tenderer's attention is invited that successful bidder has to submit details of EPF code number before placing of Work Order No. 1 by the GE.
16. Court having original jurisdiction over the place from where tender has been issued/published shall alone have jurisdiction to decide any dispute out of or in respect of issue(s) related to bidding under this tender. After acceptance of tender, condition 72 (Jurisdiction of courts) of IAFW-2249 (General Conditions of Contracts) shall be applicable.
17. **INTEGRITY PACT:** Integrity pact duly signed by Accepting Officer/Authorised Officer has been uploaded alongwith this tender as Appendix 'B'. The same shall be signed by bidder(s) on each page and scanned copy shall be uploaded as part of Technical bid (cover-1) and original Integrity pact duly signed on each page shall be forwarded by post alongwith tender fee and EMD (if applicable). Integrity pact will be an integral part of the Contract and both parties are bound by its provisions.

(Signature of Contractor)

File No. 87930-A/ 04 /E8
01 Dec 2023

AAD(Contracts)
For Accepting Officer

APPENDIX 'B' TO NOTICE OF TENDER**INTEGRITY PACT****General**

1. Whereas the President of India, represented by Chief Engineer Udhampur Zone hereinafter referred to as Principal / Owner and the

first part, has floated the Tender and intends to award, under laid down organizational procedure, contract for **NAME OF WORK: ADDITION / ALTERATION FOR EXTERNAL STRUCTURAL RE-HABILITATION INCLUDING REPLACEMENT OF STEEL WINDOWS OF CERTAIN BLOCKS AT PB ENCLAVE UNDER GE (N) UDHAMPUR**

hereinafter referred to as works / Services and M/s_____ represented by, _____(which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder / Contractor and the second part is willing to carryout the works / services.

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

Objectives

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

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

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

Commitments of the Principal / Owner

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

4.1 The Principal/Owner undertakes that, no official of the Principal / Owner, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through 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, organisation or third party related to the contract, in exchange for an advantage in the bidding process, bid valuation, contracting or implementation process related to the Contract.

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

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

APPENDIX 'B' TO NOTICE OF TENDER

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

Commitments of Bidders

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

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

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

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

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

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

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

7. Previous Transgression

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

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

APPENDIX 'B' TO NOTICE OF TENDER**8. Company Code of Conduct**

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

9. Sanction for Violation

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

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

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

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

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

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

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

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

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

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

APPENDIX 'B' TO NOTICE OF TENDER

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

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

10. Independent External Monitors (IEMs)

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

Sri No	Name of IME	E-mail Id
1	Shri Sudhir Bhargava, IAS (Retd)	Email ID : bhargav4@nic.in
2	Shri Vikram Srivastava, IPS (Retd)	E-mail ID : vikramsrivastava@gmail.com

10.2 Details of Nodal Officer nominated by E-in-Cs Branch are as follows:-

(b) Nodal Officer

Shri Bhavesh Gupta, Director (Contracts)
Room No. 172 (A)
Dte of Contract Management
Engineer-in-Chief's Branch
Kashmir House, Rajaji Marg
New Delhi-110011
Email ID : dircont1einc-mes@nic.in
Mobile No. 9869145022
Tele (Off) : 011-23019220

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

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

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

- (a) Engineer-in-Chief in normal cases
- (b) CVO(MES & BRO) / DMA / Department of Defence (DoD) in cases involving vigilance angle

APPENDIX 'B' TO NOTICE OF TENDER**11. Examination of Books of Accounts**

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

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Signing of Integrity Pact on behalf of Bidder

- (a) **Proprietorship Concer:** The Integrity Pact must be signed by the proprietor or by an authorised signatory holding power of attorney signed by the proprietor.
- (b) **Partnership firm** - The Integrity Pact must be signed by all Partners or by one or more Partner holding power of attorney signed by all the Partners.
- (c) **Limited Liability Partnership firm** - The Integrity Pact must be signed by all Partners or by one or more Partner holding power of attorney signed by all Partners.
- (d) **Private Limited/Limited Company** - The Integrity Pact must be signed by representative duly authorised by Board resolution.
- (e) **Joint Venture** - The Integrity Pact must be signed by all Partners and members to Joint Venture or by one or more Partner holding power of attorney signed by all Partners and all members to the Joint Venture.

15. Validity

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

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

APPENDIX 'B' TO NOTICE OF TENDER

INTEGRITY PACT

To

Sub- NAME OF WORK: ADDITION / ALTERATION FOR EXTERNAL STRUCTURAL RE-HABILITATION INCLUDING REPLACEMENT OF STEEL WINDOWS OF CERTAIN BLOCKS AT PB ENCLAVE UNDER GE (N) UDHAMPUR

Dear Sir,

It is hereby declared that MES is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Chief Engineer

APPENDIX 'B' TO NOTICE OF TENDER

INTEGRITY PACT

To

The Chief Engineer
Udhampur Zone

Submission of Tender for the NAME OF WORK: ADDITION / ALTERATION FOR EXTERNAL STRUCTURAL RE-HABILITATION INCLUDING REPLACEMENT OF STEEL WINDOWS OF CERTAIN BLOCKS AT PB ENCLAVE UNDER GE (N) UDHAMPUR

Dear Sir,

I/We acknowledge that MES is committed to follow the principles thereof as enumerated in the Integrity Pact 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 Integrity Pact, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of the conditions of the NIT

I/We confirm acceptance and compliance with the Integrity Pact in letter and spirit and further agree that execution of the said Integrity Pact shall be separate and distinct from the main contract, which will come in to existence when tender/bid is finally accepted by MES. I/We acknowledge and accept the validity of the Integrity Pact, which shall be in line with Para 15 of the enclosed Integrity Pact.

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

Yours faithfully

(Duly authorised signatory of the Bidder)