

APPENDIX 'A' TO NOTICE OF TENDER

1.	Name of work	RENEWAL/ IMPROVEMENT OF INFRASTRUCTURE FOR MODERNISATION AT AF STATION OJHAR
2.	Estimated Cost	Rs. 570.00 Lakhs (At par Market)
3.	Period of completion	18 (EIGHTEEN) Months
4.	Cost of tender	Rs 3000/- in the shape of DD/Bankers cheque from any scheduled Bank in favour of GE (AF) Ojhar and payable at Ojhar (Scanned copy shall be uploaded online and original to be submitted offline before due date of opening of cover 1).
5.	Website/portal address	As per information on https://defproc.gov.in and www.mes.gov.in
6.	Type of contract	The tender shall be based on drawing & specifications (IAFW-2159) and GCC (IAFW-2249) with Schedule 'A' (list of items of works) to be priced by tenderer. The tenderers are required to quote their lumpsum amounts for Pre-priced parts of Schedule 'A' and quote rates against items of other parts of Schedule 'A'.
7.	Information & Details :	
	(a) Bid submission start date	Refer critical dates
	(b) Last date of bid submission	
	(c) Date of bid opening	
8.	Eligibility Criteria	
	(A) For MES enlisted Contractors	All contractors enlisted with MES in Class 'A' & above and category a (i) subject to the remarks wrt performance in respect of works in hand reflected in work load return(WLR) circulated by competent engineer authority. Refer Note below.
	(B) For contractors not enlisted with MES	(a) The firms not enlisted with MES shall meet the enlistment criteria of Class 'A' MES contractors and category a (i) i.e. with regard to having satisfactorily completed requisite value works, Annual turnover, Solvency, working capital, immovable property/fixed assets, T&P, Engineering establishment, no recovery outstanding in any Govt Department, Police verification/Passport etc. As per Enlistment criteria given in Para 1.4 and 1.5 of section 1 of part I of MES Manual on Contracts - 2007 (Reprint 2012) as available in all MES formations. (b) These firms shall also submit copy of Police verification from police authority of the area where the registered office of the firm is located / notarized copy of valid passport of proprietor/each partner/each Director. (c) Firm should not carry adverse remarks in WLR or any other similar report of any authority.
	(C) For all Contractors	Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/another firm except sons/daughters/spouse of proprietor/partner/Director and firm's own employees, Director, Project Manager. This shall be subject to certain conditions which will be prescribed in the NOT forming part of the tender documents.

APPENDIX 'A' TO NOTICE OF TENDER (Contd/-)

9.	Tender issuing and Accepting Officer	CE (AF) Nagpur
10	Executing Agency	GE (AF) Ojhar
11.	Earnest Money	Rs. 6,10,000/- in favour of GE (AF) Ojhar

Notes: -

- (a) The contractors enlisted upto one class below (two class below in case of remote and difficult area) the eligible class may also bid for this tender. Their application shall be considered subject to fulfillment of other eligibility criteria given in NIT when number of applicants of eligible class qualifying for the tender are less than 07(seven).
- (b) In case number of eligible class contractors satisfying the eligibility criteria given in NIT are 07 or more than 07, application of one class below the eligible class shall not be considered except those who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience and/ or average annual turnover as applicable and financial soundness (Solvency/ Financial soundness and working capital) provided the value of work is less than twice the tendering limit of such contractors. Contractors one class below the eligible class may upload necessary documents wrt works experience and financial soundness in Cover-1 of tender (T-bid).
- (c) (i) Applications/bids not accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender and earnest money (as applicable) shall not be considered for validation of 'T' bid and their finance bids will not be opened.
(ii) Tenderers/bidders to note that they should ensure that their original DDs and earnest money (as applicable) are received within 05 days of bid submission end date.
(iii) In case of applications/bids from enlisted contractors of MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, their finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid(Cover-2).
(iv) In case of applications/bids from unenlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors alongwith complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid (Cover-2).
(v) In case of applications/bids (enlisted contractor as well as unenlisted contractor) where scanned copies of requisite Earnest money (as applicable) where uploaded but the same are not received in physical form within stipulated time, such bids shall not qualify for opening of finance bid(Cover-2).
(vi) Bid of all the bidder(s) who do not upload signed copy of Integrity Pact (IP) alongwith technical bid, (Cover-I) shall be rejected.
- (d) Contractors may note that they shall not be loaded beyond their tendering limit as under:-
(aa) In case contractors of eligible class are selected for issues of tender : 4 to 5 times the tendering limit
(bb) In case of one class (two class in case of remoted and difficult area as the case may be) contractors are selected for issue of tender : 6 to 7 times
(cc) In case of unenlisted contractors : 2 times the upper tendering limit of class for which contractor meets the criteria for enlistment.
- (e) In case any deficiency is noticed, in the documents required to be uploaded by the tenderers as per NIT, after opening of Cover-1 (T-bid) and during technical evaluation, a communication in the form of e-mail/ Whatsapp/ SMS/ Speedpost etc shall be sent to the contractor to rectify the deficiency within a period of 07 days from the date of communication failing which financial bid(Cover-2) shall not be opened and contractor shall not have any claim on the same.
- (f) Contractors enlisted with MES will upload following documents for checking eligibility:-
(i) Application for bid in Firm's letter head
(ii) Enlistment letter
(iii) Scanned copy of DD of cost of tender
(iv) Copy of Provident Fund Code number
(v) Service tax registration number/GST registration number.
(vi) Integrity Pact (IP) (Format of Integrity Pact (IP) is enclosed at Appendix 'B' to Notice of Tender

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(g) Contractors not enlisted with MES will be required to upload necessary documents to prove their eligibility for enlistment in eligible class & category of work, including Affidavit for no recovery outstanding. List of documents required for enlistment in MES has been given in para 1.5 of section 1 of Part I of MES Manual on Contracts 2007 (reprint 2012). Following documents shall also be uploaded amongst others:-

(i) Details of three highest valued similar nature of works executed during last five years, financial year-wise in tabular form giving name of work, Accepting Officer's details, viz. Address, Telephone, Fax No., E-mail ID etc, date of acceptance of tender and actual date of completion. This shall be duly signed by proprietor/ all partners/ authorised Director of Pvt/ Public Ltd, as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.

(ii) Solvency certificate and working Capital Certificate issued by schedule bank.

(iii) Annual turnover certificate for last 2 years issued by Chartered Accountant along with relevant pages of audited balance sheets in support thereof.

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

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

(v) In addition, the un-enlisted contractors shall also furnish affidavit on non Judicial stamp paper in the form of hard copy declaring their turnover for last 2 (TWO) years.

(vi) Scanned copy of DD of cost of tender and earnest money.

(vii) Scanned copy of service tax registration number /GST registration number

(viii) Integrity Pact (IP) (Format of Integrity Pact (IP) is enclosed at Appendix 'B' to Notice of Tender

(h) The contractors not in possession of Provident Fund Code number and Service tax Registration number/ GST registration number shall be disqualified in 'technical bid evaluation' and their 'finance bid' shall not be opened. These documents will be submitted alongwith the set of hard copies on the date and time fixed for the same. However, scanned copy of this affidavit and copy of Provident Fund Code Number and Service tax Registration number/ GST registration number shall be uploaded by the tenderer as part of Technical Bid.

(j) In case of rejection of technical/ prequalification bid, contractor may appeal to next higher Engineer authority i.e. viz **CHIEF ENGINEER SOUTHERN COMMAND** on email id dydrcontceengrpl-mes@nic.in against rejection, whose decision shall be final and binding. However contractor/bidder shall not entitled to any compensation whatsoever for rejection of technical/ prequalification bid.

Note:-

1) Court of the place from where tender has been issued shall alone have jurisdiction to decide any dispute out of or in respect of this tender. After acceptance of tender, Condition 72 – Jurisdiction of Courts of IAFW-2249 shall be applicable.

Signature of contractor

Sd/x-x-x-x-x

(Jitendra Kumar)

EE (QS&C)(SG)

Jt. Director (Contracts)

for Accepting Officer

File No 800999/30 /E8

HQ Chief Engineer (AF)

Vayusena Nagar

Nagpur – 440 007

Date:- 04 Dec 2018

APPENDIX 'B' TO NOTICE OF TENDER

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of MES.

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this ___ day of ___ 2018

BETWEEN

President of India represented through **Chief Engineer (AF) Nagpur, MES Vayusena Nagar, Nagpur-440007** (Hereinafter referred as the "**Principal/Owner**", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Bidder/Contractor)

through _____ (Hereinafter referred as the
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal/Owner has floated the Tender (**NIT No/ Tender ID No: 2018_MES_226066_1**) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **RENEWAL/ IMPROVEMENT OF INFRASTRUCTURE FOR MODERNISATION AT AF STATION OJHAR** herein after referred to as the "Contract"

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

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

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

APPENDIX 'B' TO NOTICE OF TENDER (Contd/...)**1. Commitment of the Principal/Owner**

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

(i) No employee of the Principal/ Owner, personally or through any of his/ her family members will in connection with the Tender or the execution of the Contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(ii) The Principal/Owner will during the tender process treat all Bidder(s) with equity and reason. The Principal/Owner will in particular, before and during the Tender process provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

2. Commitment of the Bidder (s) /Contractor (s)

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

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

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

(ii) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

Contd/...

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

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

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

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

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

3. **Consequences of Breach**

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

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

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

Contd/...

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

4. Previous Transgression

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

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

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

5. Equal Treatment of all Bidders/Contractors/Subcontractors

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

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

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

6. Duration of the Pact

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

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

7. Other Provisions

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

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

APPENDIX 'B' TO NOTICE OF TENDER (Contd/...)

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

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

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

8. Legal and Prior Rights

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

9. Independent Monitors

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

(i) Shri. Hem Kumar Pande, IAS(Retd.), IEM

(ii) Shri. Anjan Kumar Banerjee, IA & AS (Retd.), Ex-Dy, C&AG, IEM

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

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

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

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

Contd/...

APPENDIX 'B' TO NOTICE OF TENDER (Contd/...)

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

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

Chief Engineer (AF) Nagpur
(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/ Contractor)

WITNESSES :

1. _____

(Signature, name and address)

2. _____

(Signature, name and address)

Place :

Dated :

APPENDIX 'B' TO NOTICE OF TENDER (Contd/...)

INTEGRITY PACT

To,

Sub : NIT No. /Tender ID No: 2018 MES 226066 1 for the work RENEWAL/ IMPROVEMENT OF INFRASTRUCTURE FOR MODERNISATION AT AF STATION OJHAR

Dear Sir,

It is hereby declared that MES is committed to follow the principal 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 Agreement, which is an integral part of tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

**Chief Engineer
HQ CE(AF) Nagpur**

APPENDIX 'B' TO NOTICE OF TENDER (Contd/..)

INTEGRITY PACT

To,
Chief Engineer (AF)
Vayusena Nagar,
Nagpur-440007

Sub : Submission of Tender for the work of RENEWAL/ IMPROVEMENT OF INFRASTRUCTURE FOR MODERNISATION AT AF STATION OJHAR

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MES. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Para 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, 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 authorized signatory of the Bidder)