

**MILITARY ENGINEER SERVICES**  
**NOTICE OF TENDER**

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 estimates however is not a guarantee is and is merely given as a rough guide and if the work costs more or less, a tenderer/bidder will have no claim on this 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 the aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over of the site, which will be one or about two weeks after the date of acceptance of the tender.
4. Normally contractor whose names are borne on the MES approved list for the area in which the work lies and within whose financial category the estimated amount would fall, may tender/bid but in case of term contracts, contractors of categories SS to E may tender/bid. In case where the tendered amount is in excess of the financial limit of the contractor and the Accepting Officer decides to accept the tender/bid, in which event the tenderer/bidder would be required to lodge additional security deposit as notified by the Accepting Officer of any MES formation and who have deposited standing Security and have executed Standing Security Bond may also tender/bid without furnishing Earnest money along with tender/bid submitted by such a tenderer/bidder is accepted, the contractor will be required to lodge with the controller of Defence Accounts concerned the amount of 'Individual Security Deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1<sup>st</sup> RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. Not more than one tender/bid shall be submitted/uploaded by one contractor or one firm of contractors. 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. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
5. Chief Engineer R&D Delhi will be the Accepting Officer here in after referred to as such for purpose of the contract.
6. 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 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.
  - 6.1 Tender form and conditions of contract and other necessary documents shall be available on [defproc.gov.in/eprocure.gov.in](http://defproc.gov.in/eprocure.gov.in) site for download and shall form part of contract agreement in case the tender/bid is accepted.
  - 6.2 In case of contractor who has not executed the "Standing Security Bond", the cover-I shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned GE(I)(see /Appendix 'A') by a scheduled Bank or in receipted treasury Challan the amount being credited to the revenue deposit of the concerned GE(I)(See Appendix 'A').
  - 6.3 A contractor who is not enlisted for the area in which the work lies but whose name is in the MES approved list of any MES formation and who has deposited standing security and executed standing security Bond may bid without depositing earnest money alongwith the tender, but if the Accepting officer accepts the tender/ bid, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual Security Deposit' within thirty days of the receipt by him of notification of acceptance of his tender/ bid, failing which this sum will be recovered from 1<sup>st</sup> RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor.

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6.4 A contractor who has executed the Standing Security Bond but not corresponding to the appropriate lass as mentioned above, shall lodge with Accepting Officer, Additional Security Deposit as notified by the Accepting Officer within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from the first RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However, in case where any payment is made to the contractor within thirty days of receipt by him of notifications of acceptance of tender/bid, the amount of additional security deposit shall be recovered from such payment.

6.5 GE(l)concerned will return the earnest money wherever applicable to all un-successful tenderers/bidders by endorsing an authority on the deposit at call receipt for its refund, on production by the tenderer/bidders a certificate of the Accepting Officer, that a bonafide tender/bid was received and all documents were returned.

6.6 The GE(l)concerned will either return the Earnest Money to the successful tenderer/bidder by endorsing an authority on the deposit at call receipt for its refund on receipt of an appropriate amount of security deposit if such a transaction is feasible.

6.7 Copies of the drawings and other documents pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer/bidder at the office of Accepting Officer and concerned GE(l)during working hours.

7. The tenderers/bidders are advised to visit site by making prior appointment with the GE(l) who is also the executing agency of the work. The tenderer/bidders are deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.

8. Any tender/bid which proposes any alterations to any of the conditions laid down or proposes any other condition of any description whatsoever, is liable to be rejected.

9. The uploading of bid 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, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.

10. 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 to open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability 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 [www.defproc.gov.in](http://www.defproc.gov.in) website. The applicant contractor/bidder if he so desires may appeal to the next higher Engineer authority viz **ADG (PROJECTS) Chennai** on email with copy to the Accepting Officer on email 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.

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11. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
12. Tenderers must be in possession of copy of MES Schedule of Rates-2009 (Part-I) and 2010 (Part-II) including errata/ amendments thereto.
13. Tenderers must be very careful to submit a bonafide tender. A bonafide tender must satisfy each and every condition laid down in this notice. Refer the Bidder Manual in “defproc.gov.in”.
14. 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 (General Condition of Contracts) shall be applicable.
15. This Notice Inviting Tender (NIT) including Appendix 'A' shall form part of the contract.

**APPENDIX 'A' TO NOTICE INVITING TENDER(NIT)**  
**NIT NO : CE R&D /DLI- /CHANDI/2018-2019**  
**TENDER ID NO 2018\_MES\_220017\_1**

1. Name of work : CONSTRUCTION OF MARRIED ACCOMMODATION FOR JCOs AND OR (PHASE-II) UNDER GE(I) R&D CHANDIPUR
2. Estimated Cost of Work : RS 4800.00 LAKHS
3. Period of completion : 910 DAYS
4. Cost of tender documents : Rs 3000/- in the form of DD / Bankers cheque from any Scheduled/Nationalised bank in favour of **GE (I) R&D Chandipur.**
5. Website/portal address : [www.edefproc.gov.in](http://www.edefproc.gov.in) and [www.mes.gov.in](http://www.mes.gov.in)
6. Type of contract : The tender shall be based on drawings and specifications (IAFW-2159) and GCC (IAFW-2249) with schedule of works with list of item of works to be quoted by the tenderer. The tenderers are required to quote their lump sum 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
  - (b) Bid submission end date
  - (c) Date of bid opening
 } Refer critical dates on website.
8. Eligibility Criteria
  - (A) For MES enlisted contractor : Firms should satisfy the following criteria :-
    - (a) Residual capacity requirement as in Para 8(C) (a) below.
    - (b) They should have enlistment in class "**SS**" and category (a)(i) (Building and Roads).
    - (c) They should not carry adverse remarks in **WLR** of competent Engineering Authority.
  - (B) For other contractors not enlisted with MES. : The firms not enlisted with MES shall satisfy the following criteria :-
    - (a) Residual capacity requirement as in Para 8(C) (a) below.
    - (b) The firms should meet enlistment criteria of "**SS**" class MES contractors & category (a)(i) (Building and Roads), 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. Enlistment criteria may be seen in Para 1.4 of Section 1 of Part I of MES Manual on Contracts-2007 (Re-print 2012) as available in all MES formations. These firms shall also submit copy of Police verification from police authority of the area where the registered office of the firm is located /notarised 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 : (a) Applicants residual capacity as worked out by following formula should be more than estimated cost of work :-
- Residual capacity =  $(2 \times A \times N) - B$
- Where
- A = Maximum turnover in last 5 financial years.  
N = Period of completion of contracted (Tendered) work (in years calculated till 2 decimal places)  
B = Value of balance work in all Govt and Private Works.
- (b) 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/daughter/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.
9. Tender issuing and Accepting : CHIEF ENGINEER (R&D) DELHI  
Officer
10. Executing agency : GE (I) R&D CHANDIPUR
11. Earnest Money : **Rs 15,00,000.00** in favour of GE(I) R&D CHANDIPUR

**NOTES :**

- (a) The Contractor enlisted upto one class below the eligible class may also apply/bid. Application/bids from one class below eligible class applicants may be considered in the event of inadequate response/bids from the applicants of eligible class.
- (b) Contractors enlisted with MES will upload following documents (scanned copy in pdf format) for checking eligibility :-
- (i) Application for the tender on Tenderer's letter head. In this, the contractor should explain with calculation details supported with documentary evidence as to how he is qualifying for this tender in terms of conditions given in Para 8(A) (a) above.
- Tenderer/bidder to note that if they do not submit their calculation details and/or supporting documents correctly, Deptt will make calculation. If the firm does not qualify as a result of Deptt calculation, then bidder only will be responsible for the same. This is notwithstanding the fact that Deptt will check the details and calculations also in respect of the contractors who have given the calculations.
- (ii) Enlistment letter.
- (iii) DD towards cost of tender.
- (iv) Working detail of residual capacity which shall include :-
- (aa) Copy of turn over certificate from CA for last 5 (Five) years (FY), notarised copy of relevant pages of balance sheet of those FYs showing the turn over (gross receipts).
- (ab) List of works in hand for contracts with Government department and private works, completed value thereof and residual work to be completed during completion period of subject work in a self explanatory tabular form. This shall be submitted duly signed by proprietor/ all partners / authorised Director of Pvt/ Public Ltd as applicable.

(ac) Affidavit on non Judicial stamp paper of Rs 100/- (minimum) in the form of hard copy declaring their turnover for last 5 (Five) years and value of contracts in hand in Government department & private and details of works completed and residual work to be completed.

(Hard copy of these documents will be submitted within **05** days of the last date & time of opening of 'T' bid.)

(ad) Scanned copy of Integrity pact (IP) duly signed by proprietor/all partners/authorised Director of Pvt/Public Ltd as applicable.

(ae) Scanned copy of GST number registration certificate.

(c) Contractors not enlisted with MES will be required to upload the following :-

(i) Application for the tender : In this the contractor should explain with calculation details supported with documentary evidence, how he is qualifying for this tender in terms of conditions given in Para 8(B) (a) above.

Tenderer/bidder to note that if they do not submit their calculation details and /or supporting documents correctly, Deptt will make calculation. If the firm does not qualify as a result of Deptt calculation, then bidder only will be responsible for the same. This is notwithstanding the fact that Deptt will check the details and calculations also in respect of the contractors who have given the calculations.

(ii) Necessary documents to prove their eligibility for enlistment in required class and 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 (Re-print 2012). The work experience shall include details of 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.

The documents will also include the following amongst others :-

(aa) Solvency certificate and working capital certificate issued by Scheduled Bank.

(ab) Affidavits for possession of movable & immovable properties by proprietor/partner owing the immovable property alongwith 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.

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

(iv) Documents in support of residual capacity which shall include :-

(aa) Copy of turn over certificate from CA for last 5 (Five) years (FY), notarised copy of relevant pages of balance sheet of those FYs showing the turn over (Gross receipts).

(ab) List of works in hand for contracts with Government department & private works, completed value thereof and residual work to be completed during completion period of subject work in a self explanatory tabular form. This shall be submitted duly signed by proprietor/ all partners/ authorised Director of Pvt/ Public Ltd as applicable.

(ac) Affidavit on non Judicial stamp paper of Rs 100/- (minimum) in the form of hard copy declaring their turnover for last 5 (five) years and value of contracts in hand in Government department & private and details of works completed and residual work to be completed. Hard copy of these documents will be submitted with **05 days** of the

- last date and time of opening of 'T' bid.
- (v) Scanned copy of Integrity pact (IP) duly signed by proprietor/all partners/authorised Director of Pvt/Public Ltd as applicable.
- (vi) Scanned copy of GST number registration certificate.
- (d) (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 application/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, finance bids will be opened. However, non-submission of physical copies of cost of tender shall be considered as wilful 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.
- (iv) In case of applications/bids from enlisted contractors of MES, where 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.
- (v) In case of applications/bids (enlisted contractors/ as well as un-enlisted contractor) where scanned copies of requisite Earnest money (as applicable) were uploaded but the same are not received in physical from within stipulated time, such bids shall not qualify for opening of finance bid.
- (vi) Scanned copy of Integrity pact (IP) duly signed on each page by the bidder shall be uploaded as part of technical bid (Cover 1) and original IP duly signed on each page shall be forwarded alongwith demand draft. Bid of the bidder(s) who do not uploaded signed copy of IP alongwith technical bid (Cover 1) shall be rejected.
- (e) In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineer authority i.e. HQ ADG(Projects), Chennai on email against rejection, whose decision shall be final and binding. However, contractor/bidder shall not be entitled to any compensation whatsoever for rejection of technical/pre-qualification bid.
- (f) 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 (General Condition of Contracts) shall be applicable.
- (g) GST has rolled in with effect from 01 Jul 2017. Bidders may note that all GST provisions shall be applicable in respect of this tender and such documents, if any, which subsequently become mandatory for realization of GST shall be uploaded alongwith other documents listed in previous paras. It may also be noted that all such taxes/cesses which have not been subsumed into GST shall continue to be applicable to this tender.
- NOTE.** After acceptance of contract, prior to placing work order, GE shall ensure that the contractor has EPF Registration Code No. If applicable, and keep documentary proof on record. The Contractor shall ensure compliance of the EPF & MP Act 1952 as amended till bid submission end date.

89000/381/59/E8

HQ CE (R&D) Delhi  
Delhi-110054  
E [mail-cezrdd2cont-mes@nic.in](mailto:mail-cezrdd2cont-mes@nic.in)

Sd -x-x-x-x-x-x-  
(Sunil Kumar Soni)  
EE(QS&C)  
Jt Dir (Contracts)  
For Accepting Officer

Dated : 22 Oct 2018

**ANNEXURE-I TO APPENDIX 'A' TO NOTICE OF TENDER****INTEGRITY AGREEMENT**

This integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

**BETWEEN**

President of India represented through Chief Engineer (R & D) Delhi MES, Probyn Road Delhi-110054 (Hereinafter referred as the 'Principal/Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s \_\_\_\_\_  
(Name and address of the Bidder/Contractor)

Through \_\_\_\_\_ (Hereinafter referred  
(Details of authorised signatory)

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

**Preamble**

WHEREAS The Principal/Owner has floated the Tender (Tender ID : 2018 \_MES\_220017\_1) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organisational procedure, contract for "**CONSTRUCTION OF MARRIED ACCOMMODATION FOR JCOs AND OR (PHASE-II) UNDER GE (I) R&D CHANDIPUR**"

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 Contractors (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 :-

**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 endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.



**ANNEXURE-I TO APPENDIX 'A' TO NOTICE OF TENDER**

(b) If the Principal/Owner obtains information on the conduct of any of its employee 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 cartelise 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 other, 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.

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

(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 will full 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 other and/or to influence the procurement process to the detriment of the Government interests.

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(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 be fall 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 and 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 hereinbefore 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.

(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 five years with any other Company in any 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.

**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 the agreement/Pact by any of its Sub contractors/sub-vendors.

(b) The Principal/owner will enter into Pacts of identical terms as this one with all Bidders and contractors.

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

**6. Duration of the Pact.**

(a) 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.

(b) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of the 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 and 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.

(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 authorised 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 of difference arising between the parties with regard to the terms of the 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 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)  
e-mail – [hempande@nic.in](mailto:hempande@nic.in) Contact No 9810132693
- (ii) Dr Anjan Kumar Banerjee, IA&AS (Retd)  
e-mail - [anjan.banerjee@gov.in](mailto:anjan.banerjee@gov.in) Contact No 8853381627

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

**ANNEXURE-I TO APPENDIX 'A' TO NOTICE OF TENDER**

(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-Contractors/Associates with confidentiality.

(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.

- - - - -

(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 : DELHI

Dated :

**ERRATA/AMENDMENT TO APPENDIX A' TO NIT**

1. Please carryout the following amendments to NIT issued vide this HQ letter No 89000/381/59/E8 dt 22 Oct 2018:-

Sl No	Srl page No	Location	Particular of Amendment
1	15	(i) Note No (d) (vi), line 1	For "Integrity pact (EP)" Read "Integrity pact (EP) as perAnnexure I to Appendix 'A' to NIT"
		(ii) Note (e), line 2	For "HQ ADG (Project) Chennai" Read "HQ ADG (Project) Chennai on email ID : <a href="mailto:adgpchn_mes@nic.in">adgpchn_mes@nic.in</a> "