

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1. Name of work : **CONSTRUCTION OF SECURITY WALL WITH ALLIED INFRA AT FAZILKA MIL STN (PHASE-I)**
2. Estimated Cost : Rs1000 Lakhs (At Par Market)
3. Period of completion : 547 days
4. Cost of tender documents : Rs 3000/- in the shape of DD/Bankers cheque form any schedule Bank in favour of **GE ABOHAR** and payable at **ABOHAR**
5. Website/portal address : <https://edefproc.gov.in> and 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 ~~A~~(list of items of work) pre-priced by department. 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 : **28 Dec 2018 at 1500 hrs**
 - (b) Document download/sale end date/bid submission end date : **03 Jan 2019 at 1800 hrs**
 - (c) Bid opening Date : **04 Jan 2019 at 1200 hrs**
8. Eligibility Criteria
 - (A) For MES enlisted contractors : All contractors enlisted with MES in Class '**S**' and above and category **a(i)** subject to the remarks wrt to performance in respect of works in hand reflected in work load return circulated by competent Engineer authority. Refer Note here-in -after
 - (B) For other contractors : (i) The firms not enlisted with MES shall meet the enlistment criteria of ~~S~~class MES contractors & 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 & 1.5 of Section 1 of Part I of MES Manual on Contracts-2007 (Reprint 2012) as available in all MES formations.
(ii) 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.
(iii) Firm should not carry adverse remarks in ~~W~~Work Load Report~~or~~ for 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 son(s)/daughter(s)/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 **NOTICE OF TENDER** forming part of the tender documents.
9. Tender issuing and Accepting Officer : HQ CE Bathinda Zone and CE Bathinda Zone
10. Executing agency : **GE ABOHAR**
11. Earnest Money Deposit : Rs 8,25,000.00 in favour of **GE ABOHAR**

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- (a) The contractor enlisted upto one class below the eligible class may also bid for this tender. Their Application shall be considered subject to fulfilment of other eligibility criteria given in NIT when number of applicant of eligible class qualifying for the tender are less than seven.
- (b) In case number of eligible class contractor satisfying the eligibility criteria given in NIT are seven or more than seven, 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 up-gradation in respect of past experience and/or average annual turnover as applicable and financial soundness(solvency/financial soundness & 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 with respect to works experience and financial soundness in cover-I of tender (T bid).
- (c) (i) Applications/bids not accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender, earnest money (as applicable), Provident fund code number, GST Registration number and Integrity Pact duly signed on each page shall not be considered for validation of ₹bid and their finance bids will not be opened.
- (ii) Contractor 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 wilful negligence of the bidder with ulterior motives and such bidders shall be banned from bidding for a period of six months commencing from the date of opening of finance bid (cover-II).
- (iv) In case of applications/bids from un-enlisted 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-II).
- (v) In case of applications/bids (enlisted contractor 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 form within stipulated time, such bids shall not qualify for opening of finance bid (cover-II).
- (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 issue of tender: 4 to 5 times the tendering limit.
- (bb) In case of one class below eligible class contractors are selected for issue of tender: 6 to 7 times the tendering limit.
- (cc) In case of un-enlisted contractors: two times the upper tendering limit of class for which contractor meets the criteria for enlistment.

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- (e) In case any deficiency is noted, in the documents required to be uploaded by the tenderers as per NIT, after opening of cover-I (T bid) and during technical evaluation, a communication in the form of e-mail/whatsapp/SMS/Speed-post etc. Shall be sent to the contractor to rectify the deficiency within a period of seven days from the date of communication failing which financial bid (cover-II) 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) Provident Fund code number documents.
 - (v) GST Registration Number.
 - (vi) Integrity Pact duly signed on each page.
- (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 work 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 scheduled bank.
 - (iii) Annual turnover certificate for last 2 years issued by Chartered Accountant alongwith relevant pages of audited balance sheets in support thereof.
 - (iv) Affidavits for possession of movable & immovable properties by proprietor/partner owning the immovable property alongwith the Valuation Certificate from Registered 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.
 - (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) Provident Fund code number documents
 - (viii) GST Registration Number.
 - (ix) Integrity Pact duly signed on each page.

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(h) In case of rejection of technical /prequalification bid, contractor may appeal to next higher Engineer authority viz Chief Engineer South Western Command on email id sswceengrjl-mes@nic.in against rejection within 48 hrs of uploading of report, whose decision shall be final and binding. However contractor/bidder shall not be entitled to any compensation whatsoever for rejection of technical/prequalification bid.

(j) 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.

(k) **INTEGRITY PACT (IP):-** Integrity Pact enclosed as **APPENDIX 'K'** shall be duly signed on each page by the bidder(s). It shall be uploaded and it is part of technical bid (Cover-I). Original IP duly signed on each page shall be forwarded by post along with demand draft. Bidder(s) who do not upload signed copy of IP along with technical bid (Cover-I) the bid shall be rejected.

Signature of Contractor

File No: 84338/48 /E8
29 Nov 2018

Headquarters
Chief Engineer
Bathinda Zone
Bathinda Mil Stn-151004

Jt Dir (Contracts)
For Accepting Officer

APPENDIX 'K'

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 _____ 20____

BETWEEN

President of India represented through **CE BATHINDA ZONE, MES, BATHINDA MIL STN.**

(Hereinafter referred to as the **MILITARY ENGINEER SERVICES**

'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 to as the)

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (**NIT No. 2018_MES_225019_1**) (hereinafter referred to as Tender/Bid) and intends to award under laid down organizational procedure, contract for **CONSTRUCTION OF SECURITY WALL WITH ALLIED INFRA AT FAZILKA MIL STN (PHASE-I)**, hereinafter 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 'K'**INTEGRITY AGREEMENT (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 endeavour 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.

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- (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.
- (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 cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (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 Contract or 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.

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- (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.
- (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 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.

(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.

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- (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 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

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 Headquarters 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 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) Sh. Hem Kumar Pande, IAS (Retd) IEM
 - (ii) Sh. Anjan Kumar Banerjee IA & AS (Retd) Ex-Dy, C & AG,IEM

APPENDIX 'K'

INTEGRITY AGREEMENT (CONTD..!-)

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 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 :

Dated:

INTEGRITY PACT

To.

Sub: NIT No. 2018_MES_223549_1 for the work of Provn of OTM ACCN (SW/168) at Lalgah Jattan Mil Stn.

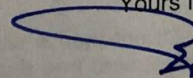
Dear Sir,

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 Agreement, which is an integral part of tender / bid documents, failing which the tenderer / 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

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INTEGRITY PACT

To,

Head Quarters,
Chief Engineer
Bathinda Zone

SUB: SUBMISSION OF TENDER FOR THE WORK OF CONSTRUCTION OF SECURITY WALL WITH ALLIED INFRA AT FAZILKA MIL STN (PHASE-I)

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 tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)