

MILITARY ENGINEER SERVICES
NOTICE OF TENDER (NIT)

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

NOTICE OF TENDER (NIT) (Contd..)

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

Signature of the Contractor)
Dated: _____

AAD/DD/Dir (Contracts)
for Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1	Name of Work	CONSTRUCTION OF TECHNICAL BULDING AT RAKHMUTHI												
2	Estimated Cost	Rs 495.00 lakh (At par market)												
3	Period of completion	22 (twenty two) months												
4	Cost of tender documents	Rs 2000/- in the shape of DD/Bankers cheque from any Scheduled Bank in favour of GE (S) Akhnoor and payable at Akhnoor. (Note : In case of retendering , the contractor who had quoted in the previous call is not required to submit the cost of tender).												
5	Website/portal address	www.defproc.gov.in												
6	Type of contract	The tender shall be based on drawing and specifications (IAFW-2159) and GCC (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by contractor/pre-priced by MES. The contractor is required to quote the lump sum amounts for parts of Schedule 'A' and quote rates against items of other parts of Schedule 'A'.												
7	Timeline Details :	Refer critical dates on the website												
	(a) Bid submission start date													
	(b) Bid submission end date													
	(c) Date of bid opening													
8	Eligibility Criteria													
	(a) For MES enlisted contractors	Contractors enlisted with MES in Class 'A' and above and category a(i) subject to satisfactory remarks wrt performance with respect to work in hand as reflected in Work Load Returns (WLRs) circulated by Competent Engineer Authorities.												
	(b) For contractors not enlisted with MES	(i) Contractor not enlisted with MES should meet the enlistment criteria of 'A' Class and 'a (i) category contractor with regard to satisfactory completion of requisite value works with Central/ State Government/ Central/ State PSUs/ A WHO/ AFNHB/ CGEWHO/ DGMAP, annual turnover, bank solvency, working capital and other requirements given in Para 1.4 & 1.5 of Section 1 of MES Manual of Contracts 2020 as available in all MES formations as well as MES website (www.mes.gov.in). (ii) Not carrying adverse remarks in Work Load Report (WLR) or any other similar report circulated by any competent authority, if already working in MES. (iii) Not suspended/ debarred/ blacklisted (either permanently or temporarily) from participating in any bid or business dealings by any Central/ State Government Department or any central/ State Government PSU or any Autonomous Body under Central/State Government or any local body as on the bid submission end date. (iv) Details of works completed and under progress in MES be submitted in the following format:- <table border="1" data-bbox="690 1876 1542 2010"> <thead> <tr> <th>Srl No</th> <th>CA No & Name of Work</th> <th>Value of CA</th> <th>Date of commen ce-ment</th> <th>Date of complet ion</th> <th>Extended date of completion</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> (V) Un-enlisted Contractor who have secured two works in MES should get themselves registered in the appropriate designated Class with any Registering Authority, else the firm will not be eligible for participation in the tender unless until the firm is enlisted with the MES.	Srl No	CA No & Name of Work	Value of CA	Date of commen ce-ment	Date of complet ion	Extended date of completion						
Srl No	CA No & Name of Work	Value of CA	Date of commen ce-ment	Date of complet ion	Extended date of completion									
9	Tender issuing and Accepting Officer	HQ Chief Engineer Udhampur Zone PO : Garhi, Udhampur (J&K), PIN – 182121 Tele/ Fax : 01992-293008 Email : e8u2-mes@nic.in												
10	Executing agency	GE (S) Akhnoor												
11	Earnest Money	Rs. 5,70,000.00 in favour of GE (S) Akhnoor in the form of Deposit at call receipt, FDR not acceptable.												

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ser No	Description	Date	Time	Remarks
(i)	Publishing date & time	14 Oct 2023	1800 Hrs	
(ii)	Documents Download date & time	<u>Start</u> 14 Oct 2023	1800 Hrs	
(iii)	Pre Bid Meeting date & time	-	-	
(iv)	Seeking Clarification date & time	-	-	
(v)	Bid Submission date & time	<u>Start</u> 13 Nov 2023 <u>End</u> 18 Nov 2023	1800 Hrs 1800 Hrs	
(vi)	Opening of technical Bid (Cover) date & time	25 Nov 2023	1200 Hrs	

(Signature of Contractor)

AAD/DD/Dir (Contracts)
For Accepting OfficerFile No. 87928-A/ 03 /E8
14 Oct 2023

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 ____ 2023

BETWEEN

The President of India represented through MES Chief Engineer Udhampur Zone Udhampur (J&K)-182121, (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
(Details of duly authorized signatory)

as the "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: **CEUZ/135WE/ _____ /2023-24**) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**CONSTRUCTION OF TECHNICAL BULDING AT RAKHMUTHI**" 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:-

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.

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

(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.

(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.

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

(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.

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

(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 External Monitors (**IEM**) for this Pact :-

(i) **Shri Sudhir Bhargava, IAS (Retd)**
Email ID : Bhargav4@nic.in

(ii) **Shri Vikram Srivastava, IPS (Retd)**
E-mail ID : Vikramsrivastava@gmail.com

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

(b) **Nodal Officer.**
Shri Bhavesh Gupta, Director (Contracts)
Room No. 172 (A)
Dte of Contract Management
Engineer-in-Chief's Branch
Kashmir House, Rajaji Marg
New Delhi-110011
Email ID : dircont1einc_mes@nic.in
Mobile No. 9869145022
Tele (Off) : 011-23019220

(c) 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.

(c₁) That the Monitor, is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.

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

(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.

(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.

MES Chief Engineer Udhampur Zone
Udhampur (J&K)-182121
(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. 87928-A/ /E8/Tender ID No: : CEUZ/135WE/ /2023-24 for
the work: CONSTRUCTION OF TECHNICAL BULDING AT RAKHMUTHI**

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 CEUZ Udhampur

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

INTEGRITY PACT

To,

Chief Engineer,
Udhampur Zone,
Udhampur (J&K)
PIN-182121

Sub : Submission of Tender for the work of **CONSTRUCTION OF TECHNICAL BUILDING AT RAKHMUTHI**

Dear Sir,

I/We agree 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)