

**APPX 'A' TO NOTICE OF TENDER TO BE READ WITH MAIN NOTICE OF TENDER (IAFW-2162 REVISED 1960)**

1	Name of work	PROVISION OF OTM ACCN FOR 3 AND 1/2 DSC PL AT INF SCHOL MHOW
2	Estimated cost	740.00 LAKHs (AS PAR MARKET)
3	Period of completion	700 days
4	Cost of tender document	Rs. 3000 in the shape of DD/Bankers cheque from any schedule Bank in favour of GE Inf School Mhow and payable at Mhow
5	Website / portal address	<a href="http://www.eprocuremes.gov.in">www.eprocuremes.gov.in</a> and <a href="http://www.mes.gov.in">www.mes.gov.in</a>
6	Type of contract	The tender shall be based on drawings and specifications (IAFW-2159) and GCC (IAFW-2249) with Schedule 'A' (list of item of work) to be priced by tenderer. The tenderer are required to quote their lump sum amounts for prepriced parts of Schedule 'A' and quote rates against items of other parts of Schedule 'A'.
7	Information & detail	
	(a) Bid submission start date	As published on Web Site
	(b) Last date of bid submission	
	(c) Date of bid opening	
8	Eligibility Criteria	
	(A) For MES enlisted contractors	All contractors enlisted with MES in <b>class 'S'</b> and above and category <b>'a (i)'</b> shall be considered qualified provided they do not carry adverse remarks in WLR competent engineer authority.
	(B) For other contractors	<p>(a) The firms not enlisted with MES shall meet the enlistment criteria of 'S' class MES contractors &amp; category 'a(i)' i.e. with regard to having satisfactorily completed requisite value works, Annual turnover, Solvency, working capital, immovable property / fixed assets, T&amp;P, Engineering establishment, no recovery outstanding in any Govt Department, Police verification/Passport etc . Enlistment criteria may be seen in Para 1.4 section 1 of part I of MES Manual on Contracts – 2007 (Reprint 2012) as available in all MES formations.</p> <p>(b) These firms shall also submit copy of police verification from police authority of the area where the registered office of the firm is located / notarised copy of valid passport of proprietor /each partner/each Director.</p> <p>(c) They should not carry adverse remarks in WLR/or any other similar report of any authority.</p>
	(C) For All Contractors	Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ another firm except sons/ daughter 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 Officer	<u>CHIEF ENGINER JABALPUR ZONE, JABALPUR</u>
10	Executing agency	GE Inf School Mhow
11	<u>Earnest Money</u>	<b>Rs 6,95,000.00/-</b> in favour of GE Inf School Mhow

**APPENDIX 'A' TO NOTICE INVITING TENDER (Contd/)**

**NOTES:**

- (a) The contractor enlisted **up to 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) (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 07 (Seven) 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, finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid.
- (iv) In case of applications/bids from unenlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors 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 finance bid.
- (v) In case of applications/bids (enlisted contractors as well as unenlisted 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.
- (c) **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 tender
  - (iv) Before release of work order after consideration of contract, the contractor shall produce provident fund code number to Accepting Officer, In case of non applicability; contractor shall request Accepting Officer whose decision shall be final and binding. In case work is allotted to sub contractors with approval of accepting officer, EPF & MP Act 1952 shall also be applicable to subcontractor engaged by the contractor for the said work.
- (d) **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:-

**APPENDIX 'A' TO NOTICE INVITING TENDER(Contd/)**

- (i) Details of three highest valued similar nature of works executed during last five years, financial year-wise in tabular form giving name of work, Accepting Officers details viz, Address, Telephone, Fax No, E-mail ID etc, date of acceptance of details, and actual date of completion. This shall be duly signed by proprietor / all partners / authorized 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 along with relevant pages of audited balance sheets in support thereof.
- (iv) Affidavits for possession of movable & immovable properties by proprietor/partner owning the immovable property along with Valuation Certificate from Regd Valuer in support of movable & immovable properties. In case of Limited Company the immovable property is required to be in the name of the company.
- (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) Before release of work order after consideration of contract, the contractor shall produce provident fund code number to Accepting Officer, In case of non applicability; contractor shall request Accepting Officer whose decision shall be final and binding. In case work is allotted to sub contractors with approval of accepting officer, EPF & MP Act 1952 shall also be applicable to subcontractor engaged by the contractor for the said work.
- (e) In case of rejection of technical / prequalification bid, contractor may appeal to next higher Engineer authority i.e HQCE CC LUCKNOW on email [lucknowengrs@gmail.com](mailto:lucknowengrs@gmail.com) against rejection, whose decision shall be final and binding. However contractor / bidder shall not be entitled to any compensation whatsoever for rejection of technical / prequalification bid.
- (f) The tenderers are required to note that "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".
- (j) The integrity pact (IP) duly signed by Officer on behalf of Accepting Officer has been uploaded alongwith NIT as per 'Annexure "I" to 'Appendix 'A'. Scanned copy of IP (Integrity Pact) duly signed on each page by the bidder(s) shall be uploaded as part of technical bid (Cover-I) and original IP duly signed on each page shall be forwarded by post alongwith demand draft. **Bid of all the bidder(s) who do not upload signed copy of IP along with technical bid, (cover-I) shall be rejected.**

Signature of contractor

(M.K. Meena)

Asst. Dir (Contracts)

For Accepting Officer

**Military Engineer Service**

**Headquarter**

Chief Engineer Jabalpur Zone

Military Engineer Services

Ridge road

Jabalpur 482001

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 Chief Engineer Jabalpur Zone, Ridge Road Jabalpur.

.....,

(Name of Formation)

MES Chief Engineer Jabalpur Zone Ridge Road Jabalpur. (Herein after referred to as the)

(Address of Formation)

'Principal /Owner', which expression shall unless repugnant to the meaning of context here of include its successors and permitted assigns).

AND

.....

(Name and Address of the Bidder / Contractor)

Through.....(Herein after referred to as the ( Details of duty authorized signatory )

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

Preamble

WHEREAS the Principal /Owner values has floated the tender (Tender ID No. 2018\_MES\_224485\_1 (herein after referred to as "Tender /Bid ") and intends to award, under laid down organizational procedure, contract for

.....

(Name of Work)

Herein after referred to as the "Contract".

AND WHERE AS the Principal / owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness / transparency in its relation with its Bidder(S) and Contracts(S).

AND WHEREAS to met 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 condition 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 witness as under.

1. Commitment of the Principal / Owner
  - (a) The Principal / Owner commit 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 of the contract execution.
  - (iii) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (b) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## 2. Commitment of the Bidder(S) / Contractor(S)

- (a) It is required that each Bidder /Contractor (including their respective officers, employees and agents) and there to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption 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) /Contracts(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.

The Bidder(S) /Contracts(S) will not, directly or through any other person of 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 whatever during the Tender Process or during the execution of the contract.

The Bidder(S)/Contracts(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 building process.

The Bidder(S) /Contracts(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.

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 the foreign agents/representatives, if any Either the Indian agent on behalf of 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 manufacture along with the first manufacturer in a subsequent/parallel tender for the same item. 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 b or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

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

### 3. Consequences of Breach

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

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 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.

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 or the Bidder/Contractor.

Criminal Liability: If the Principal/Owner obtains knowledge of conduct 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.
- (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 fact begins when 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 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 contracts 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 there of 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 regardany of the provisions covered under this Integrity Pact.

9. Independent Monitors

(a) That the mod has appointed following Independent Monitors for this Pact:-  
(i)  
(ii)  
(iii)

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) The task the Monitor is not subject to any instructions by the representative 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 provide 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-Contracts 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.

.....  
(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 (Tender ID No2018\_MES\_224485\_1 for the work.....)

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 ((Tender ID No. 2018\_MES\_224485\_1) 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 summary 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.

Your faithfully

Chief Engineer Jabalpur Zone  
Ridge Road Jabalpur.

INTEGRITY PACT

To,

Chief Engineer Jabalpur Zone Ridge Road Jabalpur.

.....  
.....

Sub: submission of Tender for the work of .....

Dear Sir,

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

I/We agree that the Notice inviting Tender ((Tender ID No. 2018\_MES\_224485\_1) 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)