

MILITARY ENGINEER SERVICES
NOTICE INVITING TENDER (NIT)

TENDEER NO : 2018-MES-220199-1

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. Normally contractors whose names are on the MES approved list for the area in which the lies, and within whose financial category the estimated amount would fall, may tender / bid but in case of term contracts, contractors of categories SS to E ay tender / bid. In case, where the tender amount is in excess of the financial limit of the contractor and the Accepting Officer decides to accept the tender / bid, in which event the tenderer / bidder would be required to lodge additional security deposit as notified by the Accepting Officer in term of conditions of contract. Contractors whose names are on the MES approved list of any MES Formation and who have deposited standing security and have executed standing security bond may also tender / bid without depositing Earnest Money alongwith the tender / bid and if the tender / bid submitted by such a tenderer / bidder is accepted, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of ' Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender / bid, failing which this sum will be recovered from 1st RAR payment or from the first final bill. In the case of term / running contracts, remaining sum shall be submitted / uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender / bid for the same contract as separate competitors. A breach of this condition will render the tenders/bids of both the parties liable for rejections.
5. The Office of HQ Chief Engineer Air Force Allahabad will be the Accepting Officer herein after referred to as such for purpose of the contract.
6. The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder on or before the due date and time mentioned in NIT. A scanned copy of DD with endorsement 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 'I' bid is not accepted resulting in non-opening of 'Q' bid'. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government whatsoever on this account.
- 6.1. Tender form and conditions of contract and other necessary documents shall be available on procuremes.gov.in / eprocure.gov.in site for download and shall form part of contract agreement in case the tender / bid is accepted.
- 6.2. In case the contractor who has not executed the Standing Security Bond, the Cover-1 shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned CCE / GE / GET / AGE (I) (see Appendix 'A') by a scheduled Bank or in receipted treasury Challan the amount being credited to the revenue deposit of the concerned CCE / GE / GET / AGE (I) (see Appendix 'A').
- 6.3. A contractor who is not enlisted for the area in which the work lies but whose name is in the MES approved list of any MES formation and who has deposited standing security and executed standing security Bond may bid without depositing earnest money alongwith the tender, but if the Accepting Officer accepts the tender / bid, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual Security Deposit' within thirty days of the receipt by him of notification of acceptance of his tender / bid, failing which this sum will be recovered from 1st RAR payment or from the first final bill. In case of term / running contracts, remaining sum shall be recovered from subsequent bill (s) of the contractor.
- 6.4. A contractor who has executed standing security Bond but not corresponding to the appropriate class as mentioned above, shall lodge with the Accepting Officer, Additional Security Deposit as notified by the Accepting Officer within thirty days of the receipt of his notification of acceptance of his tender / bid, failing which this sum will be recovered from the first RAR payment or from the first final bill. In the case of term / running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However, in case where any payment is made to the contractor within thirty days of the contract. In case where any payment of acceptance of tender /bid, the amount of additional security deposit shall be recovered from such payment.



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

- 6.5 The CCE / GE/ GE(D) / AGR(D) 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 production by the tenderer , bidder a certificate of the Accepting Officer that a bonafide tender / bid was received and all documents were returned.
- 6.6 The CCE / GE / GE(D) / AGR(D) will either return the Earnest Money to the successful tender / bidder by endorsing an authority on the deposit-at-call Receipt for its refund on receipt of an appropriate amount of Security Deposit or will retain the same in part or full on account of security deposit if such a transaction is feasible.
- 6.7 Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representatives, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer / bidder at the office of Accepting Officer and concerned GE / GE(D)/AGR(D) during working hours.
7. The tenderers / bidders are advised to visit the site of work by making prior appointment with GE / GE(D)/ AGR(D) / Project Manager who is also the Executing Agency of the work (see appendix 'A'). The tenderers / bidders are deemed to have full knowledge of all relevant documents, samples, site etc., whether they have inspected them or not.
8. Any tender / bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
9. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
10. Tenderers / bidders must be in possession of a copy of the MFS Standard Schedule of Rates (See appendix 'A') including amendments and errata thereto.
11. 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 no open the finance bid of any applicant / bidder. 'T' bid validation shall be decided by the Accepting Office based on, inter alia, capability of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor / bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereto through the eprocuremes website. The applicant contractor / bidder if he so desires, may appeal to the next higher Engineer authority, i.e. **Chief Engineer, Central Command Lucknow, Lucknow-Cantt** on email id allahabadengrs@gmail.com against rejection to the Accepting Officer on email on email id geendtl-mes@nic.in with a copy within 05 days of uploading of 'Technical evaluation summary' before the scheduled date of opening of Financial 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.
12. The Accepting Officer reserves the right to accept a tender submitted by a Public Under taking, giving a price 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 from such tenderer / bidder whose tender / bid is rejected.
13. Accepting Officer does not bind himself to accept the lowest or any tender / bid or to give any reason for not doing so.
14. This **Notice Inviting Tender (NIT)** including Appendix 'A' shall form part of the contract.

Signature of Contractor


For Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER

1.	Name of work	Provision of boundary wall at AF station Sonegaon.
2.	Estimated Cost	Rs 2200.00 Lakhs (At par Market)
3.	Period of completion	940 (Five hundred forty) days
4.	Cost of tender documents	Rs. 3000.00 in the shape of DD / Bankers cheque from any schedule Bank in favour of AGE (I) (AF) Sonegaon and payable at Sonegaon. www.dafproc.gov.in and www.mes.gov.in
5.	Website / portal address	www.dafproc.gov.in and www.mes.gov.in
6.	Type of Contract	The tender shall be based on Drawings and specification (LAW-2158) and General conditions of contracts LAW-2249 with Schedule 'A' (List of items of work) to be priced by the tenderer. The tenderers are required to work out their lump sum amount for prepriced parts of Schedule 'A' and quote rates against items of other part of Schedule 'A'.
7.	Information Details	
	(a) Bid submission start date	22 Nov 2018
	(b) Bid submission end date	27 Nov 2018
	(c) Date / time for opening of bid (Cover-1)	03 Dec 2018
8.	Eligibility Criteria	
	(A) For MES enlisted Contractors	They shall satisfy the following:- (a) Residual capacity requirement as per Para 8 (C) (d) below. (b) They should have enlistment in class 'SS' Category a (i) (c) They should not carry adverse remarks in WLR of competent engineer authorities. The firms not enlisted with MES shall satisfy the following:- (a) Residual capacity requirements as in Para 8 (C) (a) below. (b) They should meet enlistment criteria of 'SS' class MES contractors & category a (i) i.e. with regard to having satisfactorily completed requisite value of works, Annual turnover, Solvency, working capital, immovable property / fixed assets, T&P, Engineering establishment, no recovery outstanding in any Govt Department, Police verification / Passport etc. Enlistment criteria may be seen in Para 1.4 of Section 1 of Part- I of MES Manual on Contracts - 2007 (Reprint- 2012) as available in all MES formations. (c) These firms shall also submit copy of Police verification from police authority of the area where the registered office of the firm is located / notarized copy of valid passport of proprietor / each partner/ each Director. (d) They should not carry adverse remarks in WLR/ or any other similar report of any authority.
	(B) For other contractors	(a) Applicants' residual capacity as worked out by following formula should be more than estimated cost of work:- Residual capacity = (2 x A x N) - B Where: A = Maximum turnover in last 5 financial years. N = Period of Completion of Contracted (Tendered) work (in years calculated till 2 decimal places). B = Value of balance work in all Govt. & Private Works. (b) Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ another firm except sons/ daughter/ spouse of proprietor/ partner/ Director and firm's own employees, Director, Project manager. This shall be subject to certain conditions which will be prescribed in the NOT forming part of the tender documents. CE (AF) Allahabad
(C) For all contractors		
9.	Tender Issuing and Accepting Officer	
10.	Executing agency	AGE (I) (AF) Sonegaon
11.	Earnest Money	Rs. 14,25,000.00 in favour of AGE (I) (AF) Sonegaon

NOTES:-

- (a) Contractor one class below may also bid for this tender. Their application shall be considered subject to fulfilment of other eligibility criteria given in NIT when number of applicants of eligible class qualifying for the tender are less than 7 (seven).

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APPENDIX 'A' TO NOTICE INVITING TENDER ...Contd

- (b) In case number of eligible class contractors satisfying the eligibility criteria given in NIT are 7 or more than 7, application of one class below the eligibility 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 and working capital) provided the value of work is less than twice the tendering limit of such contractors. Contractors one class below the eligible class may upload necessary documents wrt works experience and financial soundness in cover 1 of tender (T bid).
- (c) (i) Application for the tender on Tenderer's Letter Head. In this, the contractor should explain with calculation details supported with documentary evidence as to how he is qualifying for this tender in terms of **RESIDUAL CAPACITY** conditions given in Para 8 (C) (a) above. Tenderer /bidder to note that if they do not submit their calculation details and/ or supporting documents correctly, Department will make calculation. If the firm does not qualify as a result of Department calculation, then bidder only will be responsible for the same. This is notwithstanding the fact that Department will check the details and calculations also in respect of the contractors who have given their calculations
- (ii) Applications 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.
- (iii) Tenderers/bidders to note that they should ensure that their original DDs and earnest money (as applicable) are received within 05 (Five) days of bid submission end date.
- (iv) In case of applications from enlisted contractors of M&E, 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.
- (v) In case of applications from unenlisted contractors, where scanned copies of requisite DD / Bankers cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors alongwith complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid.
- (vi) In case of applications / bids (enlisted contractor 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.
- (vii) Bidder shall upload scanned copy of **Integrity Pact (IP)** in cover 1 (Technical Bid) duly signed all the pages of pact by the authorized signatory of the firm in token of their agreement to bound the firm by its provision.
Bidder who fail to upload signed copy of the **Integrity Pact (IP)** in cover 1 (Technical Bid). Their bid shall not be considered for validation of T bid and their financial bid (Cover 2) will not be opened.
Original **Integrity Pact (IP)** shall be forwarded by post within 05 (Five) days of bid submission end date.
- (d) Contractor may note that they shall not be loaded beyond their tendering limit as under :-
(aa) In case contractor of eligible class are selected for issue of tender : 4 to 5 times the tendering limit.
(bb) In case of one class below contractors are selected for issue of tender : 6 to 7 times.
(cc) In case of unenlisted contractors: 2 times the upper tendering limit of class for which contractor meets the criteria for enlistment.
- (e) In case any deficiency is noticed, in the documents required to be uploaded by the tenderers as per NIT, after opening of cover 1 (T bid) and during technical evaluation, a communication in the form of e-mail/whatsapp/sms/speed post etc. shall be sent to the contractor to rectify the deficiency within a period of 7 days from the date of communication failing which financial bid (cover-2) shall not be opened and contractor shall not have any claim on the same.



APPENDIX 'A' TO NOTICE INVITING TENDER ..Contd

- (f) Contractors enlisted with MES will upload following documents for checking eligibility:-
- (i) Applications for bid in Firm's letter head.
 - (ii) Enlistment letter.
 - (iii) Scanned copy of DD of cost of tender.
 - (iv) Scanned copy of EPP code No.
 - (v) Goods and Service tax registration No.
 - (vi) Integrity Pact (IP)
- (g) **Contractors not enlisted with MES will be required to upload the following**
- 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) Application for the tender on 'Tenderer's Letter Head': In this, the contractor should explain with calculation details supported with documentary evidence as to how he is qualifying for this tender in terms of **RESIDUAL CAPACITY** conditions given in Para B (C) (a) above.
- Tenderer/bidder to note that if they do not submit their calculation details and / or supporting documents correctly, Deptt will make calculation. If the firm does not qualify as a result of Deptt calculation, then bidder only will be responsible for the same. This is notwithstanding the fact that Deptt will check the details and calculations also in respect of the contractors who have given the calculations.
- (ii) Details of three highest valued similar nature of works executed during last five years, financial year-wise in tabular form giving name of work, Accepting Officer's tender details, viz. Address, Telephone, FAX No., Email ID etc, date of acceptance of tender 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.
 - (iii) Solvency certificate and working Capital Certificate issued by Scheduled bank.
 - (iv) Annual turnover certificate for last 2 years issued by Chartered Accountant alongwith relevant pages of audited balance sheets in support thereof.
 - (v) Affidavits for possession of movable & immovable properties by proprietor / partner owning the immovable property alongwith Valuation Certificate from Regd Valuer in support of movable & immovable properties. In case of Limited company, the immovable property is required to be in the name of the company. In addition of Limited Company, the immovable property is required to be in the name of the Company.
 - (vi) In addition, the unenlisted contractors shall also furnish affidavit on non-judicial stamp paper in the form of hard copy declaring their turnover for last 2 (Two) years.
 - (vii) Scanned copy of DD of cost of tender and earnest money.
 - (viii) Scanned copy of EPP code No.
 - (ix) Goods and Service tax registration No.
 - (x) Contractors (enlisted/unenlisted with MES) shall have Provident Fund Code Number before getting the work order released after finalization of the tender. Contractor shall also ensure compliance of the EPF & MP Act, 1952 by the subcontractor if any engaged by the contractor.
 - (xi) Bidder shall upload scanned copy of **Integrity Pact (IP)** in cover 1 (Technical Bid) duly signed all the pages of pact by the authorized signatory of the firm in token of their agreement to bound the firm by its provision.
Bidder who fail to upload signed copy of the **Integrity Pact (IP)** in cover 1 (Technical Bid). Their bid shall not be considered for validation of T bid and their financial bid (Cover 2) will not be opened.
Original **Integrity Pact (IP)** shall be forwarded by post within 05 (Five) days of bid submission end date.

APPENDIX 'A' TO NOTICE INVITING TENDER ...Contd

- (j) In case of rejection of technical / prequalification bid, contractor may appeal to next higher Engineer authority i.e. Chief Engineer Central Command on email id cecentral-mes@nic.in with a copy to Accepting officer on email id cezhil2-mes@nic.in against rejection within 5 days of uploading of Technical evaluation summary'. The decision of Chief Engineer Central Command shall be final and binding. However, contractor / bidder shall not be entitled to any compensation whatsoever for rejection of technical / prequalification bid.
- (k) 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-22/19 shall be applicable."

End - Integrity Proof



(Nish Jambor)
EE (QS&C)
Dy Dir (Contracts)
For Accepting Officer

Signature of Contractor

File No. 358372/ /E8

Dated : Oct 2018

Chief Engineer (AF) Allahabad
Barrack, Allahabad(UF),
PIN-211012

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 (AF) Allahabad , Military Engineer Services , Bannauli , Allahabad Pin- 2111012.

(Here-in-After referred as '**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)

.....(Here in after referred to

through

(Details of any 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.9583772/ /E8 Dt. Oct) for PROVISION OF BOUNDARY WALL AT AF STATION SONEGAON (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure,

contract for

.....
 (Name of work)

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

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 any advantage in relation to the Tender process or the Contract execution.

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



(b) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion to 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/ 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 or 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 investigate 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 influence the procurement process to the detriment of the Government interests.

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

3. **Consequences of Breach**

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

- (a) If the Bidders(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Para2 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 of 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, to 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/recovered 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) undertaker(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 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/dodged 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, MFS.
- 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 there of shall not be subject to arbitration.

8. Legal and Prior Rights

All rights and remedies of the parties here to 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)
- (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) 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 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)

WITNESS:

1.....
(Signature, name and address)

2.....
(Signature, name and address)

Place:

Date:



INTEGRITY PACT

To,

.....
.....
.....

Sub: NIT NO. 958372/ /E8 DI. Q4 FOR PROVISION OF BOUNDARY WALL
AT AF STATION SONEGAON

Dear Sir,

It is hereby declared that MIES 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 MIES.

Yours faithfully,


Chief Engineer (AF) Allahabad.

INTEGRITY PACT

To,
Chief Engineer (AF) Allahabad
Barrnault, Pin 211012.

**SUB: SUBMISSION OF TENDER FOR PROVISION OF BOUNDARY WALL AT AF
STATION SONEGAON.**

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 (NTT) 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, falling which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MARKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of NTT.

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 is accordance with terms and conditions of the tender/bid.

Yours faithfully,

(To be signed mentioning name by the Authorised Signatory of the Bidder)

