IN LIEU OF IAFW-2162 (REVISED –1960)

MILITARY ENGINEER SERVICES (NOTICE INVITING TENDER)

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).

2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimated cost 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 work lies, and within whose financial category the estimated amount would fall, may tender/bid .However all the bidders, whether borne on the approved list of contractors of MES or not (viz un-enlisted contractors), are required to fulfill the eligibility criteria as laid down in Appendix 'A' to this NIT. 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 by **depositing the balance amount of Earnest money after deducting the SSD from the EMD amount** along with the tender/bid and if the tender/bid submitted by such a tenderer/bidder is accepted, the contractor will be required to lodge with in 28 days of receipt of the letter of acceptance, Performance Security in any of the forms given before for an amount equivalent to 5% of the contract sum in favour of the Accepting Officer. However bidders who are on the approved list of MES Contractors but have not deposited the Standing Security Deposit and also the bidders who are not on the approved list of MES Contractors are required to lodge Earnest Money Deposit of amount and in the form as indicated in Appendix 'A' to this NIT.

5. **Security Deposit/ Performance Security**

5.1 If the tender/bid submitted by a tenderer/bidder is accepted, the bidder will be required to lodge with the concerned Accepting Officer the amount of Performance Security for an amount equivalent to 5% of the contract sum in any of the forms prescribed in sub-condition19.1of General Conditions of Contract (IAFW-2249) within 28 days of receipt of the Letter of Acceptance. Failure of the successful contractor to comply with the requirements of sub-condition19.1of General Conditions of Contract (IAFW-2249) shall constitute sufficient grounds for cancellation of the contract and forfeiture of the Earnest Money. In case of MES enlisted contractor who has not deposited the Earnest Money, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the contractor for depositing the amount through MRO. Issue of tender to such contractor shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury. In addition, bids of such bidder and his related firm shall not be opened in second call or subsequent calls.

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 office of **Chief Engineer (NW) Kochi Zone, NAVAL BASE PO, KOCHI-682 004** will be the Accepting Officer hereinafter referred to as such for purpose of the contract.

8. 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** or as amended through corrigendum, if any**.** Scanned copies of DDs/financial instruments towards cost of tender and Earnest Money Deposit (if applicable) with enlistment details/documents shall be uploaded under packet 1/cover-1('T' bid) of the tender/bid on e-tendering portal. DDs/financial instruments are 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 en cashing the DDs/financial instruments and shall not have any claim from Government whatsoever on this account.

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9. Tender form and conditions of contract and other necessary documents shall be available on defproc.gov.in site for download and shall form part of contract agreement in case the tender/bid is accepted.

10. Cover-1 shall be accompanied with by Earnest Money of amount as mentioned in the Appendix 'A' in the form of deposit-at-call receipt in favour of concerned GE (See Appendix 'A') by a scheduled bank or in receipted treasury challan the amount being credited to the revenue deposit of the concerned GE (See Appendix 'A').

11. The GE (P) Kochi 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.

12. The GE (P) Kochi will either return the Earnest Money to the successful tenderer/bidder by endorsing an authority on the deposit-at-call receipt for its refund on receipt of an appropriate amount of Performance Security or will retain the same in part or full on account of Performance Security if such a transaction is feasible.

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

14. The tenderers/bidders are advised to visit the site of work by making prior appointment with GE who is also the Executing Agency of the work (see Appendix 'A'). The tenderer/bidders are deemed to have full knowledge of all relevant documents, samples, site etc. whether they have inspected them or not.

15. Any tender/bid which proposes any alteration to any of the condition laid down or which proposes any other condition or prescription whatsoever is liable to be rejected.

16. The uploading of bid implies that bidder has read the notice and the condition of contracts and has made himself aware of the scope and specification of work to be done and 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.

17. Tenderes /bidders must be in possession of a copy of the MES Standard Schedule of Rates (See Appendix 'A')including amendments and errata thereto.

18. 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 if 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 the Accepting Officer based on, interalia, capability of the firm as per criteria given in Appendix 'A' to this **NIT.** The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons there of through the defproc.gov.in website. The applicant contractors/bidder if he so desires may appeal on email/fax/post to the Next Higher Engineer authority i.e. **Chief Engineer Southern Command** (Email id **dydrcontceengrpl-mes@gov.in** and **dircontceengrpl-mes@gov.in** with copy to the Accepting Officer 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 been titled to any compensation whatsoever for rejection of his bid.

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19. The Accepting Officer reserves the right to accept a tender submitted by a Public undertaking 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 for such tenderer/bidder whose tender/bid is rejected.

20. Accepting Officer does not bind himself to accept the lowest or any tender/ bidder or to give any reason for not doing so.

21. The tenderer/ bidder regarding clarifications on provision in e-tender documents and other request in connection with bidding process can contact on Tele No: Land Tele: 0484-2666147, Mob: 9878756508 (Director Contracts), email id: dircontnwkch-mes@gov.in

22. This **Notice Inviting Tender (NIT**) including Appendix 'A' and its annexes Shall form part of the contract.

23. Tender submitted by Micro and Small Enterprises (MSME) shall be considered as per the MSME Act-2012. **However Cost of tender and EMD shall be submitted being works Contract**.

SIGNATURE OF CONTRACTOR FOR ACCEPTING OFFICER

DATED:

APPENDIX 'A' TO NOTICE INVITING TENDER

1.	Name of work		**ENGINEERING, PROCUREMENT AND CONSTRUCTION METHODOLOGY FOR PROVISION OF DEFICIENT MARRIED ACCOMMODATION FOR SAILORS(POs AND BELOW) AT NAVAL BASE, KOCHI.** **(TENDER ID : 2025_MES_ _1)**
2.	Estimated Cost of Work		**Rs 13134.92 Lakhs (At Par Market) Approx**
3.	Period of Completion		**1095 Days**
4.	Cost of tender documents		**Rs.3000** in the form of DD/Banker's cheque from any Scheduled/ Nationalized bank in favour of **GE (P) KOCHI** payable at Kochi (Note : In case of re-tendering, the contractor who had quoted in the previous call is not required to submit the cost of tender.)
5.	Website/portal address		http://defproc.gov.in.
6.	Type of contract		The tender shall be based on **Engineering, Procurement and Construction mode (Hybrid) mode**. Buildings/ structures shall be on EPC Mode. The services has been Engineered by MES. Procurement & Construction shall be done by the Contractor. The lump sum tender is based on General Conditions of Contract (IAFW-2249) with Schedule 'A'(BOQ)to be quoted by tenderer.
7.	Information& Details		Refer critical dates shown on website
	(a)Bid submission startdate		
	(b)Last date of bid submission		
	(c)Date of bid opening		
8	Tender issuing and Accepting Officer		Chief Engineer (NW) Kochi, Kataribagh, Naval Base Kochi PO, Kochi-682 004[Land Tele: 0484-2666147, Mob: 9868125295, email id –dircontnwkch-mes@gov.in]
9.	Executing Agency		**GE(P) KOCHI**
10.	**Earnest Money**	:	**Rs. 15,00,000.00** in favour of **GE (P) Kochi**. MES enlisted contractors shall submit EMD for the balance amount after deducting the Security deposit already submitted during enlistment. Copy shall be uploaded online and original shall be fwd offline to receive before due date of opening of tender. BGB is not acceptable.
11.	Integrity Pact		The Integrity Pact uploaded along with NIT shall be properly executed and duly signed by the bidder and the scanned copy thereof shall be uploaded as part technical bid (Cover-1) and original IP duly signed on each page shall be forwarded by post along with demand draft. Bid of all the bidders who do not upload signed copy of IP along with technical bid, (Cover-1) shall be rejected.

APPENDIX 'A' TO NOTICE INVITING TENDER

10.0 ELIGIBILITYCRITERIA:

10.1 The bidder should meet the criteria with regard to completion of works (works experience of similar nature) in Central Govt/ State Govt/ PSUs/AWHO/DGMAP and like, annual turnover, Solvency capacity, working capital capacity as laid down here-in-after.

10.2 Bidder should not have any recovery outstanding in any Govt Department.

10.3 **Clear Police verification/Passport etc** : Bidder firms shall submit copy of Police verification/clearance certificate from Police authority of the area where the registered office of the firm is located or notarized copy of valid passport of proprietor/each partner/each Director.

10.3A **Un-enlisted contractors who have secured two works in MES should get themselves registered in the appropriate designated class with any Registring Authority, else the firm will not be eligible for participation in the tender unless until the firm is enlisted with the MES.**

10.4 AVERAGE ANNUAL TURNOVER: -

(a) The bidder should have average annual turnover during the last 3 financial years ending 31st March 2025 (of the previous financial year not less than **Rs 39.40 crores**.

(b) At the time of submission of pre-qualification, the bidder shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover and Net Worth of last 3 years. There is no need to upload entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit & loss Account (Audited) for last 03 years shall be uploaded.

10.5 WORK EXPERIENCE: -Bidder shall have following work experience:

(a) Experience of having successfully completed similar nature of works during last 7 years ending last day of month previous to the month of bid submission start date should be either of the following:-

(i) **Three** completed works of similar nature costing not less than **Rs 52.53 Crores**

OR

(ii) **Two** completed works of similar nature costing not less than **Rs 65.67 Crores**

OR

(iii) **One** completed works of similar nature costing not less than **Rs 105.07 Crores**

(b) Should have successfully completed at least one building work composite with services of minimum G+4 multi storied building. This may not be an additional work or can be one of the qualifying work as in Para 10.5 (a) above.

(c) For the purpose of valuating the amount of completed works, the value of previously completed works be enhanced @ 5% per year to bring them at par with present cost.

(d) Works of similar nature shall mean construction of a multi-storied office /Residential Accn/institution, hospital building/campus, higher education/ college/ university campus with RCC framed structure including finishing works and external services, lifts all composite executed under one contract. Works completed only in Central Govt/ State Govt/ PSUs shall be considered. The work must have been executed through a proper agreement between the bidder and the Govt/Deptt.

Necessary proforma for **FORM OF SOLVENCY CERTIFICATE & WORKING CAPITAL CERTIFICATE FROM NATIONALIZED/SCHEDULED BANK** and **DETAILS OF WORKS EXECUTED DURING LAST 07 YEARS IN CENTRAL GOVT./ STATE GOVT./ PSUs**, is enclosed as **Annexure-I.**

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10.6 **FINANCIALSOUNDNESS:**

(a) Bidder shall have the solvency value not less than Rs 16.00 Crores. The solvency shall be adjudged based on the solvency certificate issued by a Scheduled Bank.

(b) Bidder shall have working capital not less than Rs 150 Lakhs. The limit of working capital shall be adjudged based on the working capital certificate issued by a Scheduled Bank.

11.0 The contractor shall not sublet any portion of the contract without prior written approval of the Accepting Officer. However not more than 49% part of the work in terms of Contract value can be approved for subletting by the Accepting Officer. The contractor shall be fully responsible for any sub-contract or contractors, who may carry out the sublet work. The contractor shall not execute the work 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 conditions which may have been prescribed in the NIT forming part of tender documents.

12.0 **DOCUMENTS TO BE UPLOADED BY THE BIDDERS:**

12.1 Application for the tender on Firm's letter Head. In this, the bidder shall explain with calculation details supported with documentary evidence as to how he is qualifying for this tender in terms of conditions given above. Tenderers/bidder is required to note that if they do not submit their calculation details and/or supporting documents correctly, MES will make calculation and the same shall be binding on the bidder. This is not withstanding the fact that MES will check the details and calculations also in respect of the contractors who have given the calculations.

12.2 Scanned copy of DDs/financial instruments toward cost of tender and Earnest Money Deposit (as applicable).

12.3 **DOCUMENTS TO BE UPLOADED**: These shall include the following documents:

12.3.1 COVER-1

(a) Copy of turn over certificate from CA for last 3(Three) financial years (FY) ending 31st March of the previous financial year duly indicating the UDAI number and ICAI Membership number of the Chartered Accountant issuing the certificate along with notarized copy of relevant pages of balance sheet of those FYs showing the turnover (gross receipts).

(b) Copies of completion certificates in three highest valued works (after adjusting the values as mentioned above) during last seven years. This will be in tabular form giving name of work, details about client/Department viz, Address, Telephone, Fax No, E-mail ID etc, date of acceptance of tender/award of work/issue of Order and actual date of completion whether arbitration involved to realize claims, remarks. This signed by proprietor/all partner/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. Performance report given by the client shall also be submitted duly attested.

(c) Affidavit on non-judicial stamp paper of Rs 100/-(minimum) in the form of hard copy declaring their turnover for last 3 (three)Years and details of works completed in Government Department/ PSUs.

(d) List of similar nature of works completed in last seven years with Government Department/PSUs, showing value of work as completed in a self-explanatory tabular form giving name of work, details about client/Department viz, Address, Telephone, Fax No, E-mail ID etc, date of acceptance of tender/award of work/issue of Order and actual date of completion duly signed by Proprietor/Managing Partner/authorized Director, as applicable.

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(e) List of Works in progress with Government Department/PSUs, Private Bodies/Clients, Local Municipal Bodies showing completed value and balance value to be completed in a self-explanatory tabular form duly signed by Proprietor/Managing Partner/authorized Director, as applicable.

(f) Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover and Net Worth of last 3 years

(g) Solvency Certificate and Working Capital Certificate issued by a scheduled Bank (not more than three months old).

(h) Scanned copy of Integrity Pact duly signed.

(j) Scanned copy of GSTIN and EPFO registration/code.

(k) Affidavit for Technical Expertise as per Para 15.1

(l) Affidavit for Vehicles, Equipments and Plants as per Para 15.2.

(m) Affidavit for performance and other requirements as per para 15.3

(n) Scanned copy of Power of attorney in favour of the person uploading the bid.

12.3.2 **Cover-2:** BOQ duly quoted.

12.4 Other documents: For Un enlisted Contractors

(a) Declaration (in affidavit form) about existence of any Government dues/recovery outstanding against the firm.

(b) Declaration (in affidavit form) about the cases in which the bidder is involved in arbitration/litigation cases giving brief details of such cases.

(c) Three photographs of Proprietor/Partners/Director of the firm.

(d) Declaration (in affidavit form) about near relative(s) of the firm or their employees/ agents is/ are working as Gazetted/ Commissioned Officer in Military Engineer Services/ Corps of Engineers/ Ministry of Defence. If their near relative(s) is/are working in such capacity, bidder shall furnish details.

(e) Declaration (in affidavit form) about near relative(s) of the contractor is/are working as Junior Engineer in Military Engineer Services/ Corps of Engineers. In case any near relative(s) is/are working in such capacity, bidder shall furnish the details.

(f) Declaration (in affidavit form) about existence of 'sister concern' registered in MES.

(g) CopyofPoliceverification/clearancecertificatefromPoliceauthorityofthearea where the registered office of the firm is located or notarized copy of valid passport of proprietor/each partner/each Director.

(h) Document regarding Constitution of firm. Affidavit of Sole proprietorship/copy of partnership deed (in case of partnership firms)/ Memorandum & Articles of Association (in case of limited/Pvt Ltd companies).

(j) Copies of PAN Card of proprietor/partners/directors

12.5 Hard copy of the documents as mentioned in Cover-1 shall be submitted within 5 (Five) days of the last date & time of opening of 'T' bid (Cover 1). Balance documents as per Para 12.4 may be submitted by the bidder later on.

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13.0 Important Instructions:

13.1 Applications/bids not accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender and earnest money deposit (as applicable) shall not be considered for validation of 'T' bid and their finance bids will not be opened.

13.2 Tenderers/bidders to note that they should ensure that their original DDs and earnest money deposit (as applicable) are received within 5(Five) days of bid submission end date. Non-submission of physical copies of cost of tender and earnest money deposit(as applicable) shall be considered as willful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding in MES for a period of six months commencing from the date of opening of finance bid.

13.3 It may be noted that BOQ may be revised and uploaded as corrigendum/amendment. The bidder is requested to ensure that they upload quotation in latest of the BOQ. In case bidders upload quotation in pre-revised BOQ, the same shall be considered as a willful negligence by the bidder and their quotation shall be considered **Non-bonafide.**

13.4 Contractor shall upload copy of Goods and Service Tax (GST) registration certificate of their company. In case of failure to upload and submit the document, the firm shall be disqualified in technical bid evaluation.

13.5 Before issue of the Work Order after acceptance of tender, Contractor shall ensure that they have Provident Fund Code number, if applicable, and shall also ensure compliance of EPF & MP Act 1952.

13.6 In case any deficiency is noticed in the documents required to be uploaded by the bidder as per NIT, a communication in the form of e-mail/Whats app/SMS/speed post etc. shall be sent to the bidder after opening of cover 1 (T bid) and technical evaluation with direction to rectify the deficiency and submit the documents as asked for within a period of 7 days from date of communication failing which financial bid(cover-2) shall not be opened and contractor shall not have any claim on the same.

13.7 In the technical bid, a scanned copy of Power of Attorney in favour of the person uploading the bid using his/her DSC shall be uploaded. In case the digital signatory himself is the sole proprietor, scanned copy of affidavit on stamp paper of appropriate value to this effect stating that he has authority to bind the firm in all matters pertaining to contract including the Arbitration Clause, shall be attached in 'pdf' form. In case of partnership concern or a limited company, digital signatory of the bid/tender shall ensure that he is competent to bind the contractor (through partnership deed, general power of attorney or Memorandum and Articles of Association of the Company) in all the matters pertaining to the contracts with Union of India including arbitration clause. A scanned copy of the documents confirming of such authority shall be attached with the tender/bid in 'pdf' form, if not submitted earlier. The person uploading the bid on behalf of another partner(s) or on behalf of a firm or company using his DSC shall upload with the tender/bid a scanned copy (in 'pdf' form) of Power of Attorney duly executed in his favour by such other or all of the Partner (s) or in accordance with constitution of the company in case of company, stating that he has authority to bind such other person of the firm or the company, as the case may be, in all matters pertaining to the contract including Arbitration Clause.

13.8 Even in case of Firms or Companies which have already given Power of Attorney to an individual authorizing him to sign tender in pursuance of which bids are being uploaded by such person as a routine, fresh Power of Attorney duly executed in his favour stating specifically that the said person has authority to bind such partners of the Firm, or the Company as the case may be, including the condition relating to Arbitration Clause, should be uploaded in 'pdf' form alongwith the tender/bid; unless such authority has already been given to him by the Firm or the Company. It shall been ensured that power of attorney shall be executed in accordance with the constitution of the company as laid down in its Memorandum & Articles of Association.

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14. PERFORMANCE SECURITY: After acceptance of the Tender, the contractor will be required to lodge with the Accepting Officer PERFORMANCE SECURITY DEPOSIT @ **5** % of CONTRACT amount. The amount is required to be lodged within 28 (Twenty eight) days of the receipt by the contractor of notification of acceptance of tender/bid, failing which action as stipulated in Condition 19 of GCC (IAFW-2249) shall be taken. Please refer Condition 19 of General Conditions of Contract (IAFW-2249) (as amended under amendment No 47 thereto). Necessary proforma for Performance Security Deposit is enclosed as Annexure-III.

15.0 TECHNICALEXPERTISE:

15.1 EXPERTISE OF EPC MODE OF WORKING (REQUISITE TECHNICAL MANPOWER):

(a) If the contractor has the requisite in-house expertise for Architectural, Structural and other aspects of building/ structures then the Contractor shall provide details of technical manpower held on their strength. The minimum strength of technical manpower for design and Engineering (Not for execution) portion of the work shall be as under:-

Sr.No.	Qualification & Experience	Minimum Number
1	M. Arch/M.Plan/Master in Urban Design with minimum 15 years experience	**02**
2	B. Arch and registered with Council of Architects and minimum 15 years experience	**02**
3	Structural Engineer (M Tech in Structural Engineering) with minimum 10 years' experience.	**02**
4	Civil Engineer (Degree Holder) with minimum 15 years experience.	**02**
5	Civil Engineer (Degree Holder) with minimum 05years experience	**01**
6	Civil Engineer (Degree/diploma Holder) with minimum 05/10 years experience in the field of quantity surveying and having knowledge of MES Standard Schedule of Rates	**01**
7	Requisite software (contractor shall have the requisite software required for design of various building components)	Latest updated software's
Total		**10**

(b) If however the Contractor does not have in-house expertise, then they shall have MoU with a Consultancy firm which has requisite experience of rendered Consultancy projects of similar nature (RCC framed multistoried building having Min G+9 Configuration) with project amount of estimated cost of this work (One work) OR two works of half of the value of estimated cost of this work. The Consultancy firms shall have minimum technical manpower as per table in note 15.1(a) above.

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15.2 VEHICLES, EQUIPMENTS AND PLANTS (VEP): Tenderer should own or have assured access (through hire/lease/purchase agreement/MoU/ other commercial means) to the requisite equipment's, Plants and vehicles in good working condition (complete usage life not more than7 years) given here under:

SL No	T & P Machinery	Minimum Requirement	Remarks
1	Vibrators (Nos)	15	
2	Tower/builder's hoist (Nos)	02	
3	Steel shuttering with spans, props etc (sqm)	8000	
4	Truck/Tippers(Nos)	08	
5	DGSets5/10KVA(Nos)	02	
6	Diesel/Elec operated water pump sets 5HP (Nos)	03	
7	Welding Sets (Nos)	03	
8	Total Station	03	
9	Grinding/polishing machine	03	
10	Concrete cube testing machine (hydraulically operated)	01	
11	Concrete mobile weight/batchers	02	
12	Hand Grinding Machine	02	
13	Excavators (Power shovels/draglines)	02	
14	Bull Dozers	01	
15	Road Rollers	01	
16	Drilling Machines	03	
17	Concrete pumps	02	
18	Transit mixers	03	
19	Cranes	01	

Note: This is essential but not exhaustive. All the other T & P for the smooth functioning of all items to be executed under the work as per best Engg practice must be employed.

15.3 PERFORMANCE &OTHER REQUIREMENT : Bidder shall fulfill the following requirement:

(a) There should not be poor/slow progress in running work. (If yes, submit details and reasons of delay to check that these are not attributable to him or are beyond his control).

(b) There are no serious defect observed in works which stand un-rectified (If yes, submit details and reasons)

(c) There are no canceled / abandoned contracts in which Govt unrealized recoveries exist (If yes, submit details and reasons)

(d) He/They have not been black listed by any Govt Dept (If yes, submit details and reasons)

(e) There is no Government dues outstanding against the firm (If yes, submit details and reasons)

(f) Proprietor/partners/directors of firm are not involved in anti national/ anti social activities and have neither been convicted nor any proceeding are pending in court for such activities

(g) Firm should have been considered capable of taking more load in work load return circulated by MES. In case the firm is not considered capable for taking more work load due to unsatisfactory performance in the running works, in the prevailing Work Load Report of any Govt Dept, the firms bid will be summarily rejected..

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15.4 DISQUALIFICATION: -

Even though the tenderers meet the above criteria, they are liable to be disqualified if they have made misleading or false information in bidding documents submitted.

16.0 BLANK.

17.0 Q-BID EVALUATION:

a) Arithmetical corrections shall be made as per General Condition of Contracts 6A(A) of IAFW -2249.
b) Commercial Bids will be reviewed to ensure that the figures indicated therein are consistent with the details of the corresponding Technical bids.
c) For the purpose of evaluation "cost" shall be inclusive of all taxes and duties.
d) Bidder who has quoted lowest total cost in Schedule 'A'(L-1)shall be considered successful bidder and all other bidders shall be considered unsuccessful. Offer of successful bidder (L-1) shall only be considered for acceptance. If L-1 backs out, retendering shall be resorted in a fair and transparent manner. L-1 will not be permitted to quote in subsequent calls.
e) Completion Period as indicated in Tender Document have been accepted.

18.0 If bidders/tenderers desire that any condition or stipulation given in the tender documents is to be modified/amended or deleted, they may submit their comments/suggestions before last working date of clarification as shown in critical date sheet in subject tender ID alongwith supporting documents, as applicable, for consideration by the Dept for issue of corrigendum/amendments to tender documents. If dept considers comments/suggestions to be appropriate, corrigendum/amendments to tender documents shall be issued and also uploaded on E-tendering Portal. If dept does not consider comments/suggestion suitable, corrigendum/amendments to tender documents shall not be issued/uploaded on E-tendering Portal and tenderers shall quote strictly complying with the various provisions given in the tender documents.

19.0 PROPRIETARY DATA:

All documents and other information supplied by the Employer or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any iinformation provided along there with.

20.0 COST OF BIDDING:

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

21.0 SITE VISIT AND VERIFICATION OF INFORMATION:

21.1 Bidders are encouraged to submit their respective bids after visiting the Project site and ascertaining for themselves the site conditions, soil condition, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable law sand regulations, and any other matter considered relevant by them by carrying out necessary survey/investigation. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time shall to be considered for submission of Bids on this account.

APPENDIX 'A' TO NOTICE INVITING TENDER

21.2 It shall be deemed that by submitting a Bid, the Bidder has:-

(a) Made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document;

(b) Received all relevant information requested from the Employer;

(c) Accepted the risk of in adequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 21.1 herein above. No claim shall be admissible at any stage on this account.

(d) Satisfied it self about all matters, things and information including matters referred to in Clause 21.1herein above necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

(e) Acknowledged and agreed that inadequacy, lack of completeness or in correctness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 21.1 herein above shall not be a basis for anyclaimforcompensation,damages,extensionoftimeforperformanceofitsobligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;

(f) Acknowledged that it does not have a Conflict of Interest; and

(g) Agreed to be bound by the undertakings provided by it under and in terms here of.

21.3 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to bidding documents including any error or mistake therein or in any information or data given by the Authority.

22. The contractor shall employ qualified and experienced agents for getting the works of various services executed wherever there is requirement for this purpose as approved by the Accepting Officer .

23. **JOINT VENTURE:**

23.1 Joint Venture shall be permitted to participate in this tender.

23.2 Joint Venture (JV) shall not comprise more than two firms (called parties of JV). The lead party shall have at least 60% share of interest in the JV. The other than lead party shall have at least 30% share of interest in the JV. The format of agreement is at Annexure-III. The JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit for all tenders mandatorly. Any bid received from JV firm without EMD shall be considered as non- bonafide tender.

23.3 A valid agreement shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party along with nomination of leader (Lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.

23.4 (a) Foreign Companies shall not be permitted to participate in JV (b) (i) Indian Companies having Director(s) of foreign origin and Indian Companies having Director(s) of Indian origin but residing abroad/having foreign citizenship shall be permitted to participate in JV. However, security clearance in such cases shall be processed as brought out in Section 1.3(g) of Manual on Contracts 2020.

APPENDIX 'A' TO NOTICE INVITING TENDER

(ii) Case for security clearance shall be processed to E-in-C's Branch on PRIORITY after opening Technical bid (Cover-1 & Cover-2). Further, processing of 2 nd stage shall not be held up awaiting receipt of security clearance. However, if the JV requiring security clearance of Director(s) becomes L1, the tender shall be accepted only on receipt of security clearance. For this, the Accepting Officer will pursue the security clearance vigorously.

23.5 JV as a single unit or each party of the JV shall have Permanent Account Number (PAN) and GSTIN. However, if the contract is awarded to the JV, then PAN & GSTIN shall be obtained by the JV as a single unit.

23.6 Parties to the JV shall meet the following laid down criteria for the purpose of forming a JV:-

Criteria	Lead Party	Other than Lead party	Overall as a JV
Average Annual turnover as per NIT/ Tender documents	Min 60%	Min 30%	100%
Technical Capacity as Per NIT/ Tender documents	Min 30% of Prequalification criteria	Min 30% of Prequalification criteria	-

23.7 (i) The JV shall collectively meet the working capital criteria as contained in the NIT/ Tender documents.

(ii) The JV shall collectively meet the Bank solvency/ financial soundness for engagement criteria as contained in the NIT/ Tender documents.

23.8 Both the parties to the JV either individually (single entity of the JV) or collectively (lead and other than lead) shall fulfil the 100% of the Technical qualifying criteria as stipulated in the NIT/Tender documents.

23.9 Both the parties of the JV shall jointly possess the required T&P, machinery and Engineering/supervision staff. T&P can be either on ownership basis or leasehold as stipulated in NIT/Tender documents and documentary prof of the same shall be submitted.

23.10 JV concluded up to the date of bid submission are permitted to apply. Copy of JV should be uploaded along with Technical Bid (Cover-1). The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant JV is found incorrect and/or misleading and/or false representation and/or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering/ taking up of any work in MES.

23.11 Party/parties will not be allowed to bid for the same tender in their independent capacity as well as under JV. Also, no party will be allowed to bid for the same tender under multiple Jvs. In case of violation (party/ parties biding independently as well as under JV for the same tender, party/ parties biding for the same tender under multiple JVs), the financial bid (Cover-2) of the party/ parties concerned as well as the bid(s) of the related JV(s) shall not be opened (ie shall not be qualified in technical bid (Cover-1) evaluation).

23.12 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.

APPENDIX 'A' TO NOTICE INVITING TENDER

23.13 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of JV :-

(a) In case of non-submission of physical original documents of cost of tender, EMD – Baring from bidding for six months.

(b) Due to default in performance of Contract etc — Administrative actions as per existing instructions.

23.14 Any unrealized recovery from JV shall be recovered proportionately from the parties in proportion to their percentage share in the JV. If it is not possible to recover proportionate share (partly/fully) from one party, it shall be recovered from other party.

24.0 In case of rejection of technical/pre qualification bid, bidder may appeal to Next Higher Engineer Authority i.e Chief Engineer Southern Command on email **dydrcontceengrpl-mes@gov.in** and **dircontceengrpl-mes@gov.in** against rejection, whose decision shall be final and binding. However contractor/ bidder shall not be entitled to any compensation whatsoever for rejection of technical/pre qualification bid.

Signature of contractor

(Nikhitha MP)
AE (QS&C)
AAD(Contracts)
For Accepting Officer

File No : 891086/ 08 /E8

Date:- 17 Oct 2025

Address of Accepting Officer
Military Engineer Services
Chief Engineer (NW)
Kataribagh, Naval Base-PO
Kochi-682 004

Annexure–I to Appendix 'A' of NIT

FORM OF SOLVENCY CERTIFICATE FROM NATIONALISED/SCHEDULEDBANK

This is certified that to the best of our knowledge and information that

M/s/Shri/Smt _____ having address

A customer of our bank are/is respect able and can be considered solvent up to Rs_____(Rupees_____)/financially sound for any engagement up to Rs____(Rupees____).This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)Name, Designation and
Personal Code
No of Signatory & Seal of bank with bank address and Code no.

Note:In case of partnership firm, certificate to include names of all partners as recorded with the bank

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FORM OF WORKING CAPITAL CERTIFICATE FROM NATIONALISED/SCHEDULEDBANK

This is certified that M/s/Shri/Smt _____having address __have/has been maintaining a saving bank account/current account/ fixed deposit account with this branch of bank since _____and the firm is having working capital of approximately Rs_____ and/or the firm is enjoying over draft/credit facilities upto limit of Rs_____.This certificate is issued without any guarantee or responsibility on the bank of any or the officers.

(Signature)
Name, Designation and Personal Code
No of Signatory & Seal of bank with bank address and Code no.

DETAILS OF WORKS EXECUTED DURING LAST 07 YEARS IN CENTRAL GOVT/STATE GOVT /PSUs

	CA No			**Final amount of Work**	**Date of Completion**	**Extension granted if any**	**Remarks**
1	2	3	4	5	6	7	8

Notes:-

1 For submission of e-tender bidders are requested to get themselves registered with defproc.gov.in website along with class – II/III Digital Signature Certificate (DSC) issued by authorized CA under IT Act 2003.

2 For complete details refer our website www.defproc.gov.in at CPP portal.

3 Any change/modification in the tender enquiry will be intimated through above mentioned website only. Bidders are therefore requested to visit our website regularly to keep them selves updated.

4 Application not accompanied by requisite value DD/Bankers cheque towards cost of tender shall not be considered. Price bid(CoverNo2)received without EMD in original upto the date of opening of Cover1(if applicable as required)will not be opened.

5 Full notice of tender IAFW-2162 & enlistment criteria are available in all offices of MES and also on MES website.

Signature of contractor For Accepting Officer

Annexure–II to Appendix 'A' of NIT

INTEGRITY PACT

MILITARY ENGINEER SERVICES
Telephone : 2668794
Chief Engineers(NW)
Military Engineer Services
Naval Base PO
Kochi – 682 004

891086/ 13 /E8 17 Oct 2025

To

_____

_____

_____

NAME OF WORK: ENGINEERING, PROCUREMENT AND CONSTRUCTION METHODOLOGY FOR PROVISION OF DEFICIENT MARRIED ACCOMMODATION FOR SAILORS(POs AND BELOW) AT NAVAL BASE, KOCHI.

(TENDERID : 2025_MES_ _1)

Dear Sir(s),

1 It is hereby declared that MES is committed to follow the principle of transparency, equity and competitiveness in public procurement.

2 The subject Notice Inviting Tender (NIT)is an invitation offer made on the condition that the Bidder will sign the Integrity Pact, 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.

3 This declaration shall form part and parcel of the Integrity Pact and signing of the same shall be deemed as acceptance and signing of the Integrity Pact on behalf of the MES.

Yours faithfully,

Chief Engineer / Designated Officer
(Nominated by Chief Engineer)

INTEGRITY PACT

To,
Military Engineer Services
Chief Engineer (NW)
Kataribagh, Naval Base-PO
Kochi-682 004

NAME OF WORK: ENGINEERING, PROCUREMENT AND CONSTRUCTION METHODOLOGY FOR PROVISION OF DEFICIENT MARRIED ACCOMMODATION FOR SAILORS(POs AND BELOW) AT NAVAL BASE, KOCHI.

(TENDERID:2024_MES_653595_1)

Dear Sir,

1 I/We acknowledge that MES is committed to follow the Principles thereof as enumerated in the Integrity Pact enclosed with the tender/bid document.

2 I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the Integrity Pact, 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 the conditions of the NIT.

3 I/We confirm acceptance and compliance with the Integrity Pact in letter and sprit and further agree that execution of the said Integrity Pact 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 validity of the Integrity Pact, which shall be in line withPara15 of the enclosed Integrity Pact.

4 I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Pact, 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)

INTEGRITY PACT

GENERAL

Whereas the President of India, represented by Chief Engineer, HQ Chief Engineer Kochi Zone, Naval Base PO, Kochi-682 004 hereinafter referred to as 'Principal / Owner' and the first part, has floated the Tender (NIT No/Tender ID No: 2023_MES_ _1) and intends to award, under laid down organizational procedure, contract for

ENGINEERING, PROCUREMENT AND CONSTRUCTION METHODOLOGY FOR PROVISION OF DEFICIENT MARRIED ACCOMMODATION FOR SAILORS(POs AND BELOW) AT NAVAL BASE, KOCHI.

1 hereinafterreferedtoasworks/ServicesandM/s..... ..... represented by,.....(which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignee's), hereinafter referred to as the Bidder / Contractor and the second part is willing to carry out the works / services.

2 Whereas the Bidder is a Proprietorship Concern / Partnership Firm / Limited Liability Firm / Privet Limited Company / Limited Company / Joint Venture constituted in accordance with the relevant law in the matter and the Principal/Owner is Chief Engineer (CE) performing its functions on behalf of the President of India.

3.0 OBJECTIVES

3.1 Now, therefore, the Principal / Owner and the Bidder agree to enter into this pre-contract agreement, referred to as **INTEGRITY PACT (IP),** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to conclusion of the contract to be entered into with a view to:

3.2 Enabling the Principal / Owner to get the desired works / services at a competitive price in conformity with the defined specifications of the services by avoiding high cost and the discretionary impact of corruption on public procurement.

3.3 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal / Owner will commit to prevent corruption, in any form, by their officials by following transparent procedures.

4.0 COMMITMENTS OF THE PRINCIPAL/OWNER

4.1 The Principal/Owner commits itself to the following:-

4.2 The Principal / Owner undertakes that, no official of the Principal / Owner, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or for any person, organization or third party related to the contract; in exchange for an advantage; in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.3 The Principal/Owner will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.4 All the officials of the Principal / Owner will report to the appropriate Government office any attempted or completed breach(s) of the above commitments as well as any substantial suspicion of such a breach.

5.0 In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal / Owner willful and verifiable facts and the same is prima facie found to be corrected by the Principal / Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal /Owner and such a person shall be

INTEGRITYPACT

debarred from further dealing related to the tender /contract process. In such a case while an Inquiry is being conducted by the Principal / Owner the tender process/proceedings under the contract would not be stalled.

6.0 COMMITMENTS OF BIDDERS

6.1 The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following-:

6.2 Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.3 The bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or non-material benefits or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contractor any other Contract with the Government.

6.4 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.5 The bidder will not accept any advantage in exchange for any corrupt practice, unfair mean and illegal activities.

6.6 The bidder would not enter into conditional contract with any Agent(s), broker(s) or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract.

6.7 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per **Guidelines for Handling of Complaints** in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.

7.0 PREVIOUS TRANSGRESSION

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pacts with any other company in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from tender process or the contract and if already awarded, same can be terminated for such reason.

8.0 COMPANY CODE OF CONDUCT

8.1 Bidder are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the country.

9.0 SANCTION FOR VIOLATION

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or

INTEGRITY PACT

the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal / Owner to take all or any one of the following actions, wherever required:-

(i)Technical bid of the Bidder will not be opened. Bidder will not be entitled to or give any compensation. However, the proceedings with the other Bidder(s) would continue.

(ii)Financial bid of the Bidder will not be opened. Bidder will not be entitled to or give any compensation. However, the proceedings with the other Bidder(s) would continue.

(iii)The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal / Owner, in case contract is not awarded to the Bidder and the Principal / Owner shall not be required to assign any reason therefore. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal / Owner shall be deducted from any amount held with the Department/ any payment due.

(iv)To immediately cancel the contract, if already concluded/awarded Without any compensation to the Bidder.

(v)To encash the Performance Security furnished by the Bidder.

(vi)To cancel all or any other Contract (s) with the Bidder.

(vii)To temporarily suspend or temporarily debar / permanently debar the Bidder as per the extant policy.

(viii)If adequate amount is not available in the present tender / contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal / Owner in connection with any other contract for any other works / services.

(ix)If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal / Owner, or alternatively if any close relative of an officer of the Principal/Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal /Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competed Court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or a step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x)The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal / Owner and if he does so the Principal / Owner shall be entitle forthwith to cancel the contract and all other contracts with the Bidder.

INTEGRITY PACT

9.2 The decision of the Principal / Owner to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the Independent External **Monitor (s) (IEMs) appointed for the purposes of this Pact.**

10.00 INDEPENDENT EXTERNAL MONITORS (IEMs)

10.1 MoD has appointed the following Independent External Monitors for this pact in consultation with the Central Vigilance Commission:-

Sl No	Name of IEM	e-mailID
(a)	Shri Sudhir Bhargava, IAS (Retd)	bhargav4@nic.in
(b)	Shri Vikram Srivastava, IPS (Retd)	vikramsrivastava1973@gmail.com

10.2 Details of Nodal officer nominated by E-in-C's Branch areas follows:-

Name :Shri Bhavesh Gupta, Director (Contracts)
Postal Adress: Room No 172(A), Dte of Contract Management
Engineer-in-Chief's Branch
Kashmir House, Rajaji Marg
New Delhi-110011
E-MailID : dircont1einc_mes@nic.in
Mobile No : 9868145022

10.3 In case of any complaint with regard to violation of Integrity Pact, either party can approach IEMs with copy to the Nodal Officer and the other party. If any such complaint from bidder is received by the Principal / Owner, the Principal / Owner shall refer the complaint to the Independent External Monitors for their recommendations/ inquiry report.

10.4 If the IEMs need to peruse the relevant records of the Principal / Owner and /or of the Bidder / Contractor in connection with the complaint sent to them, the Principal / Owner and/or the Bidder/ Contractor shall make arrangement for such perusal of records by the IEMs as demanded by them including unrestricted and unconditional access to the project documentation and minutes of meeting. If records/ documents of Sub-Contractor (s) are also required to be perused by the IEMs, the Bidder shall make arrangement for such perusal of records by the IEMs as demanded by them. IEMs are under obligation to treat the information and documents of the Principal / Owner and Bidder / Contractor / Sub-Contractors with confidentiality.

10.5 The task of the IEMs, is to review independently and objectively, any complaint received with regard to violation Integrity Pact and offer recommendations or carry out inquiry as deemed fit. The IEMs are not subject to any instructions by the representatives of the parties and shall perform their functions neutrally and independently. The report of inquiry, if any, made by the IEMs shall be submitted to either of the following for a final and appropriate decision in the matter keeping in view the provision of this Pact:-

(a)Engineer-in-Chief in normal cases

(b)CVO(MES&BRO)/MoD in cases involving vigilance angle

11.0 EXAMINATION OF BOOKS OF ACCOUNTS

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal / Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

12.0 LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal / Owner.

INTEGRITY PACT

13.0 OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14.0 SIGNING OF INTEGRITY PACT ON BEHALF OF BIDDER

a **Proprietorship Concern**-The Integrity Pact must be signed by the proprietor or by an authorized signatory holding power of attorney signed by the proprietor.

b **Partnership firm-**The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.

c **Limited Liability firm -**The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.

d **Private Limited/ Limited Company**-The Integrity Pact must be signed by a representative duly authorized by Board resolution.

15.0 Validity

15.1 The validity of this Integrity Pact shall be from date of its signing. It expires for the Contractor after the final payment under the contract has been made or till the continuation of Defect Liability Period, whichever is later and for all other bidders, till the Contract has been awarded.

15.2 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.

……
(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:
Date:

Annexure– III toAppendix 'A' of NIT

PERFORMANCE GUARANTEE BOND

(to be used by approved Scheduled Banks)

1. In consideration of the President of India (hereinafter called "the government") having agreed to exempt ..... (hereinafter called "the said Contractor (s)") from the demand, under the terms and conditions of an Agreement dated… .....made between.....and ……for…….(hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee forRs……(Rupees…….....only),we…… ….
Bank Ltd. (hereinafter referred to as "the Bank") do here by undertake to pay to the Government an amount not exceeding Rs… ..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any the terms or conditions contained in the said Agreement.

2 We …… Bank Ltd. do hereby under take to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……

3 We…….. Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement including the period upto the expiry of Defect Liability Period of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged subsequent to the settlement of final bill of the said Agreement or till…….(Office/Department), Ministry of.....Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made to us in written on or before the ..... we shall be discharged from all liability under this guarantee therein after.

4 We……Bank Ltd. Further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5 We…… Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....20.....

For…….....Bank Ltd.