

APPENDIX 'A' TO NOTICE INVITING TENDER

1	Name of work	<u>IMPROVEMENT OF SEWAGE SYSTEM INCLUDING CONSTRUCTION OF STP AND INFRASTRUCTURE FOR UTILISATION OF TREATED WATER AT AF STN SULUR</u>					
2	Estimated Cost	Rs. 717.00 Lakhs (at par market)(Including Main project and M&O for STP during DLP & 08 Years after DLP) (Rs. 601.50 Lakhs for Main project & Rs. 115.50 Lakhs for M&O for 10 Years)					
3	Period of completion	PH - I 15(Fifteen) Months (Main work Excluding M&O for STP) PH - II 24(Twenty four) Months (After completion of PH-I) PH - III 96(Ninety six) Months (After completion of PH-I & II)					
4	Cost of tender documents	Rs 3000/- in the shape of DD/Bankers cheque from any schedule Bank in favour of GE (AF) Sulur and payable at Sulur . (Note: In case of retendering, the contractor who had quoted in the previous call it's not required to submit the cost of tender.)					
5	Website / portal address	www.defproc.gov.in					
6	Type of Contract	The tender shall be based on drawings and specifications (IAFW-2159) and GCC (IAFW-2249) with Schedule A' (list of items of work) to be priced by tenderer. The tenderers are required to quote their lump sum amounts for prepriced parts of Schedule 'A' and quote rates against items of other parts of Sch 'A'.					
7	<u>CRITICAL DATES</u>						
	Date of publishing tender documents	Ref critical dates on the website					
	Bid submission start date						
	Last date of bid submission						
	Date of bid opening						
8	<u>ELIGIBILITY CRITERIA</u>						
(A)	For MES Enlisted Contractors	(i) Contractor of class 'A' and above (and below eligible class as per existing policy) shall be considered eligible. (ii) Contractor should have experience as given at PQC below. (iii) They should not have any adverse remarks in work load return of competent engineer authority.					
(B)	For Contractors not enlisted with MES	(i) Contractors meeting the criteria of annual turnover, financial criteria, solvency, working capital in MES. (ii) Contractor should have experience as given at PQC below (iii) No recovery outstanding in Government Department. (iv) They should not have any adverse remark in work load return of competent engineer authority. (v) Details of works completed and under progress in MES be submitted in the following format :-					
		Sri No.	CA No. & Name of Work	Value of CA	Date of Commencement	Date of Completion	Extended Date of Completion

Contd/-..

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	(B) Co ntd /-		(vi) Un-enlisted Contractor who have secured two works in MES should get themselves registered in the appropriate designated Class with any Registering Authority, else the firm will not be eligible for participation in this tender unless until the firm is enlisted with the MES."
	(C)	For enlisted/un-enlisted Contractors / OEM of STP Firm bidding directly	<p>(i) Experience of having successfully completed sewage treatment works/STP in MES /any Government Department /PSU during last seven years ending last day of the month previous to the one in which applications are invited should be any of the following :-</p> <p>(a) One satisfactorily completed sewage treatment works/STP in last 07 years each costing not less than amount equal to 80% of estimated value specified in NIT or each having quantity of specific items of works not less than 80% of estimated quantities of tender for which PQC is being given.</p> <p style="text-align: center;">OR</p> <p>(b) Two satisfactorily completed sewage treatment works/STP in last 07 years each costing not less than amount equal to 50% of estimated value specified in NIT or each having quantity of specific items of works not less than 50% of estimated quantities of tender for which PQC is being given.</p> <p style="text-align: center;">OR</p> <p>(c) Three satisfactorily completed sewage treatment works/STP in last 07 years each costing not less than amount equal to 40% of estimated value specified in NIT or each having quantity of specific items of works not less than 40% of estimated quantities of tender for which PQC is being given.</p>
	(D)	For all the bidders	a) Not suspended/debarred/blacklisted (either permanently or temporarily) front participating in any bid or for business dealings by any Central/State Government Department or any (Central/state Government PSU or any Autonomous Body under Central/State Government or any Local Body as on the bid submission end date.
9	Tender Issuing and Accepting Officer		<p>Name : Shri. SANJEEV kUMAR, IDSE</p> <p>Address : Commander Works Engineers (AF) Trivandrum, HQ SAC IAF COMPLEX, AKKULAM, THURUVIKKAL POST, TRIVANDRUM Email:aftrivan3-mes@nic.in</p>
10	Earnest Money		Rs 6,83,500/-in favour of GE (AF) Sular in the form of Deposit at call receipt, FDR not acceptable.
11	Integrity Pact		Scanned copy of Integrity Pact (IP) is uploaded along with NIT. IP is an integral part of contract and both parties are bound by its provisions.
12	Executing agency		GE (AF) Sular

Contd/-..

APPENDIX 'A' TO NOTICE INVITING TENDERNOTES :**1. PRE QUALIFICATION CRITERIA (POC) :-**

i) Experience of having successfully completed sewage treatment works/STP in MES /any Government Department /PSU during last seven years ending last day of the month previous to the one in which applications are invited should be any of the following :-

(a) One satisfactorily completed sewage treatment works/STP in last 07 years each costing not less than amount equal to 80% of estimated value specified in NIT or each having quantity of specific items of works not less than 80% of estimated quantities of tender for which PQC is being given.

OR

(b) Two satisfactorily completed sewage treatment works/STP in last 07 years each costing not less than amount equal to 50% of estimated value specified in NIT or each having quantity of specific items of works not less than 50% of estimated quantities of tender for which PQC is being given.

OR

(c) Three satisfactorily completed sewage treatment works/STP in last 07 years each costing not less than amount equal to 40% of estimated value specified in NIT or each having quantity of specific items of works not less than 40% of estimated quantities of tender for which PQC is being given.

ii) Average annual financial turnover during last three years, ending 31 st March of the previous financial year should be at least 30 % of the total estimated cost specified in NIT.

Notes:-

(a) No contractor (enlisted or un-enlisted) will 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/ daughters of proprietor/ partner/ Director, Project Manager as per contract conditions.

(b) In order to substantiate his experience the bidder shall provide completion certificates and satisfactory performance report issued by agencies where the works have been executed.

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

(d) The definition of similar sewage treatment work is Sewage treatment work include both laying of sewer network and construction of STP. "Works of sewage treatment work" shall mean works involving "Construction of sewers, sewer appurtenance, sewage pumping station, construction of STP including E/M works to provision of media/pumps/compressors/sludge management equipment's /necessary piping arrangements, automation etc" executed.

(e) For purpose of evaluation , if O&M of the work is in progress, the value of capital Expenditure (CAPEX) and the date of completion of work shall be considered. However , if the O&M of the work is completed then the entire value of work and the date of completion of the entire work shall be considered for the purpose of evaluation.

2. After opening of Cover 1, if the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT are less than 7 (Seven), applications in respect of contractors one class or two classes (in case of remote and difficult areas to be decided as per list circulated by CE command / ADG) below the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore, MES contractors one class below (two class below in case of remote and difficult areas) may also bid for this tender . Such contractors of one/two classes below the eligible class shall not be considered in case their present residual work in hand is more than **five times** their present tendering limit. However in case such contractors fulfill the criteria of upgradation to the stipulated eligible class based on past experience of completed works (individual work experience and / or average annual turnover, as applicable) and financial soundness (solvency/ financial soundness and working capital), the ceiling of present residual work will not apply and they will be considered for issue of tender. Such bidder shall upload in their Cover-1 bid details of residual works in hand showing name of work, name of Accepting Officer, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such contractors, if claim to fulfill the criteria of upgradation shall also upload the requisite information / documents in support of upgradation. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.

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3. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT, are 7 (Seven) or more, applications of only those one class below the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed work (individual work experience and / or average annual turnover as applicable) and financial soundness (solvency/financial soundness and working capital) as per details given in Manual on Contracts. Therefore, such contractors shall upload the requisite information/documents in the Cover-1

4. Un-enlisted contractor shall be considered provided he meets the criteria. Foreign firms shall not be eligible for this tender. However, Indian Firms having foreign national/ Indian nationals staying abroad / Indian national having taken foreign citizenship, as director(s) shall be considered subject to security clearance from the concerned authorities.

5. Contractors enlisted with MES will upload following documents in Cover 1 for checking eligibility :-

- (a) Application for tender on Firm's letterhead.
- (b) Enlistment letter issued by the Registering Authority duly renewed for the cycle period in vogue.
- (c) Scanned copy of DD/Bankers Cheque towards cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
- (d) **It is mandatory to upload their Goods and Service Tax Registration Number along with "T" bid. Contractor who do not upload Goods and Service Tax regn No. shall be disqualified in the "T" bid and his Finance bid shall not be opened.**
- (e) **Declaration of UAM (Udyog Adhar Menorandum Number) by MSE bidders on CPPP is mandatory, failing which such bidders will not be able to avail the benefits as per Public procurement policy for MSEs order 2012 issued by MSMSE.**
- (f) Scanned copy of signed Integrity Pact
- (g) Any other document required as described in this Appendix.

6. Contractors not enlisted with MES will be required to upload following documents in Cover 1 for checking eligibility :-

- (a) Application for tender on Firm's letterhead.
- (b) Scanned copy of DD/Bankers cheque towards cost of tender and Earnest Money Deposit (EMD) instrument.
- (c) Copy of Police Verification Report/Police Clearance Certificate/Character Certificate from the Police Authority of the area where the registered office of the firm is located/notarized copy of valid passport of Proprietor/each Partner/each Director.
- (d) All documents required for enlistment in MES for the class mentioned in Para 8(b) above as per Para 1.5 of Section 1 of MES Manual on Contracts 2020.
- (e) Details of works being executed in MES, if any.
- (h) **It is mandatory to upload their Goods and Service Tax Registration Number along with "T" bid. Contractor who do not upload Goods and Service Tax regn No. shall be disqualified in the "T" bid and his Finance bid shall not be opened.**
- (i) **Declaration of UAM (Udyog Adhar Menorandum Number) by MSE bidders on CPPP is mandatory, failing which such bidders will not be able to avail the benefits as per Public procurement policy for MSEs order 2012 issued by MSMSE.**
- (j) Scanned copy of signed Integrity Pact
- (k) Any other documents required as described in this Appendix

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

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8. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within 5 (Five) days of bid submission end date.

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

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

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

9. Contractor will not be allowed to execute the work by subletting or through power of attorney to a third party/another firm on his behalf. However, a contractor can execute the work through power of attorney to son/daughter/spouse of Proprietor/Partner/Director and Firm's own employees, director, project manager **provided they are not having a separate enlisted firm in MES in their name as Proprietor/Partner/Director.**
10. After opening of Cover 1 and during its technical evaluation, in case any deficiency is noticed in the documents required to be uploaded by the tenderers as per NIT, a communication in the form of e-mail/SMS/Speed Post etc shall be sent to the contractor to rectify the deficiency within a period of seven days from date of communication failing which their financial bid (Cover 2) shall not be opened and contractor shall not have any claim on the same.
11. Invitation for e-tender does not constitute any guarantee for validation of Technical bid and subsequent opening of financial bid of any applicant/bidder merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the Technical bid and not to open the financial bid of any applicant/bidder. Technical bid validation shall be decided by the Accepting Officer based on eligibility of the firm as per criteria given in the Appendix. Tenderer/bidder will be informed regarding non-validation of bid Technical bid assigning reasons therefore through tender evaluation report which shall be uploaded on the website. Such tenderer, if desires, may appeal to the next higher Engineer Authority (NHEA) viz CWE (AF) Trivandrum on email id aftrivan3-mes@nic.in with copy to the Accepting Officer on email before the scheduled date of opening of Cover 2. NHEA shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the NHEA shall be final and binding. The tenderer/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
12. In case an un-enlisted contractor is already executing work in MES, he shall not be considered eligible for the subject tender if the total value of such works is more than twice the tendering limit of the MES Class of contractor for which it is eligible. For this purpose, details of the work being executed by such a contractor shall be uploaded in Cover-1 of the bid and shall be checked/verified by the Accepting Officer.
13. In case the BOQ is revised through the corrigendum and the bidder has failed to quote on revised BOQ (ie he has quoted on pre revised BOQ), such bid shall be treated as willful negligence by the bidder and his quotation shall be considered non-bonafide. In such cases the lowest tender shall be determined from amongst the valid/bonafide bids only. Accepting Officer may decide whether to re-tender or consider the lowest bonafide tender for acceptance.

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14. Revoking the offer or revising the rates upward or offering voluntary reduction by the lowest tenderer after opening of Cover 2 shall be considered as a willful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of an un-enlisted tenderer. Earnest Money deposited by him shall be forfeited. In case of MES enlisted tenderer having deposited the Standing, Security Bond, an amount equal to the earnest money stipulated in the NIT, shall be notified to the tenderer for depositing through MRO and consideration of such tenderer in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary/administrative action shall be taken against such tenderers. In such a situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting tenderer and his related firm if any, shall not be eligible for this tender in second call or subsequent calls.
15. Tender to related firms shall not be issued simultaneously. Firms shall be termed as related if Proprietor/one or more Partners/Directors are common. Decision of Accepting Officer on issue/deny the tender to any one of the related firms shall be final and binding.

Signature of Contractor

(SS Husain)
Lt Col
DCWE (Contracts)
For Accepting Officer

File No. 82493/ 91 / E8

Dated: 02 Sep 2024

Commander Works Engineer(AF)
HQSAC(IAF) Complex, Akkulam
Thuruvikkal Post
Trivandrum-11
Tele : 0471 2554251
Fax : 0471 2554196
Email:cwetvme8.ker@nic.in

INTEGRITY PACT**General**

1. Whereas the President of India, represented by Commander Works Engineer (CWE) hereinafter referred to as Principal / Owner and the first part, has floated the Tender (NIT No. 82493/ E8) and intends to award, under laid down organizational procedure, contract for **IMPROVEMENT OF SEWAGE SYSTEM INCLUDING CONSTRUCTION OF STP AND INFRASTRUCTURE FOR UTILISATION OF TREATED WATER AT AF STN SULUR** (Name of work) hereinafter referred to as works / Services and M/s _____ represented by, _____ (which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder / Contractor and the second part is willing to carryout the works / services.
2. Whereas the Bidder is a Proprietorship Concern / Partnership Firm / Limited Liability Partnership Firm / Private Limited Company / Limited Company / Joint Venture constituted in accordance with the relevant law in the matter and the Principal / Owner is Commander Works Engineer (CWE) performing its functions on behalf of the President of India.

Objectives

3. 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 the conclusion of the contract to be entered into with a view to :-

3.1 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 distortionary impact of corruption on public procurement.

3.2 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.

Commitments of the Principal / Owner

4. The Principal / Owner commits itself to the following :-
 - 4.1 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, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation 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.
 - 4.2 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.
 - 4.3 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. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal / Owner with willful and verifiable facts and the same is prima facie found to be correct 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 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.

Commitments of Bidders

6. 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 :-

6.1 Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour 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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 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 disfavor to any person in relation to the Contract or any other Contract with the Government.

6.3 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.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 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.

6.6 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 constructed as a violation of Integrity Pact.

7. **Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises 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. **Company Code of Conduct**

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

9. **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 employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or 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 given 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 given 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 therefor. 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 competent Court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or 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 entitled forthwith to cancel the contract and all other contracts with the Bidder.

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. **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-mail ID
1	Shri Sudhir Bhargava, IAS (Retd)	bhargav4@nic.in
2	Shri Vikram Srivastava, IPS (Retd)	vikramsrivastava1973@gmail.com

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

Name : Shri Bhavesh Kumar, Director (Contracts)
e-mail id : dircont1einc-mes@nic.in
Mobile No : 9530252088

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 of 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) / DMA / Department of Defence (DoD) in cases involving vigilance angle

11. **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. 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.

13. 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. Signing of Integrity Pact on behalf of Bidder

(a) Proprietorship Concern - The Integrity Pact must be signed by the proprietor or by an authorised 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 the Partners.

(c) Limited Liability 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.

(d) Private Limited / Limited Company - The Integrity Pact must be signed by representative duly authorised by Board resolution.

(e) Joint Venture - The Integrity Pact must be signed by all Partners and members to Joint Venture or by one or more Partner holding power of attorney signed by all Partners and all members to the Joint Venture.

15. 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.

INTEGRITY PACT

To

Sub -Tender ID No _____ for the work **IMPROVEMENT OF SEWAGE SYSTEM INCLUDING CONSTRUCTION OF STP AND INFRASTRUCTURE FOR UTILISATION OF TREATED WATER AT AF STN SULUR**

Dear Sir,

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Pact, which is an integral part of tender/bid documents, filing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder be summarily rejected.

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 MES.

Yours faithfully

Sanjeev Kumar, IDSE
SE
Commander Works Engineer(AF)

INTEGRITY PACT

To
Commander Works Engineer (AF)
HQ SAC IAF Complex,
Thuruvikal Post

Sub - Tender ID No _____

Submission of Tender for the work of **IMPROVEMENT OF SEWAGE
SYSTEM INCLUDING CONSTRUCTION OF STP AND INFRASTRUCTURE
FOR UTILISATION OF TREATED WATER AT AF STN SULUR**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the Integrity Pact, which is an integral part of tender document, 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

I/We confirm acceptance and compliance with the Integrity Pact in letter and spirit 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 with Para 15 of the enclosed Integrity Pact.

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

Yours faithfully

(Duly authorised signatory of the Bidder)