

OFFICE OF THE CANTONMENT BOARD, CHAKRATA CANTT. 248123

TELEPHONE:- (01360) 272220 FAX-(01360)272502

<https://defproc.gov.in/nicgep/app>

Notice Inviting Tender

Tender Notice No. 12/3/PW/Misc./2022

Dated 23 Nov.,2022

E-tender are invited through electronic tendering system for the work under two bid system from registered contractor who are technically and financially capable up to prescribe date according to terms and conditions given on tender document. Contractors enlisted in PWD, MES, CPWD or other government departments having similar work experience in the last three years have to register their firms in Cantonment Board Chakrata before applying for E-tender. The website of where e-tender to be submitted online is **<https://defproc.gov.in/nicgep/app>**. You can also visit our website i.e. **<https://chakrata.cantt.gov.in>** for details.

Sl. No.	Name of Work	Estimated Cost	Earnest Money (EMD)
1	CIVIL WORK TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT	Rs. 1,00,00,000/-	Rs. 2,00,000/-

a	Name of Work	CIVIL WORK TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT
b	Firm Registration	24-11-2022 to 14-12-2022 (upto 1200 Hrs) (Registration Fee: Rs. 10000/- non refundable through eChhawani) (Firm Registration can be done by submitting filled application form attached in tender document with requisite document and duly recommended by JE of the Board)
c	Cost of Tender Form including terms and conditions	Rs. 10000/- (Rupees Ten Thousand) +GST@18% extra (Through eChhawani)
d	Date of Publishing tender online	24-11-2022 (1000 hrs)
e	Date of downloading tender documents from	24-11-2022 (1000 hrs) to 14-12-2022(1500 hrs)
f	Bid submission date	24-11-2022 (1000 hrs) to 14-12-2022 at 1500 hrs.
g	Bid opening date	(a) Technical: 15-12-2022 (1500 hrs.) (Hared copy of all supporting technical documents with EMD deposit receipt, as uploaded at the time of online bid, are to be submitted to Cantt Board Office on or before 15-12-2022 upto 1400 hrs. (b) Financial: Will be intimated later

Note:- For uploading tender, corrigendum please visit website **<https://defproc.gov.in/nicgep/app> regularly. All updates, corrigendum if any will be published on website i.e. **<https://defproc.gov.in/nicgep/app>** only.**


(R.N. Mandal)
Chief Executive Officer
Cantonment Board, Chakrata

1. Bids (**technical and financial**) shall be submitted online only at website: <https://defproc.gov.in/nicgep/app> Tender/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the website <https://defproc.gov.in/nicgep/app>.

Tenderer who has downloaded the tender from website <https://defproc.gov.in/nicgep/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned.

2. **Place of opening of the Online Bids:** Bids will be opened in the Office of Cantonment Board Chakrata, Distt Dehradun.

3. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bid will be intimated after acceptance of the Technical Bids. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation.

4. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission till last date & time of bid submission

5. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post- tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

6. **Earnest Money Deposit:** Bidders are required to submit Earnest Money as follows: Rs. 2,00,000/- (Rs. Two Lakh only) in though eChhawani only for the Tender notice 12/3/PW/Misc./2022, dated 23-11-2022. EMD will be return of unsuccessful bidders as per due process.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the website <https://defproc.gov.in/nicgep/app>, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the website <https://defproc.gov.in/nicgep/app>.

More information useful for submitting online bids may be obtained at: <https://defproc.gov.in/nicgep/app>

REGISTRATION

- 1) Bidders are required to enroll on the website (URL: <https://defproc.gov.in/nicgep/app>)
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the website <https://defproc.gov.in/nicgep/app>
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the website <https://defproc.gov.in/nicgep/app>, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the website <https://defproc.gov.in/nicgep/app>.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the website <https://defproc.gov.in/nicgep/app> to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification, help from the Helpdesk.

PREPARATION OF BIDS

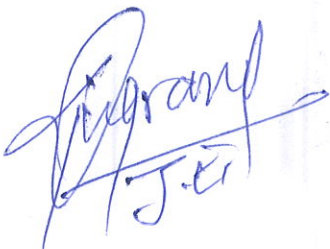
- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF /XLS/RAR/DWF/FPG formats. Bid documents may be scanned with 100 dpi with black and white option which help in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should deposit the EMD as per the instructions specified in the tender document. The receipt of the same should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the receipt/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All The documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The date entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any query relating to the process of online bid submission or queries relating to website/Portal in general may be directed to the 24x7 Help Desk –No. 0120-4001 002.



OFFICE OF THE CANTONMENT BOARD, CHAKRATA- 248123
TELEPHONE:- (01360) 272220 FAX-(01360)272502

TENDER FORM

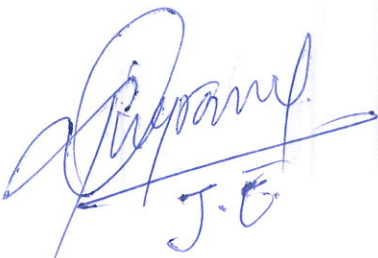
1. Name of the work : CIVIL WORK TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT
2. Tender Notice No. : 12/3/PW/Misc./2022, Dated 23-11-2022
3. Tender sale/download date : 24-11-2022 on (1000 hrs) to 14-12-2022 (1500 hrs)
4. Technical Bid opening : 15-12-2022 (1500 hrs)
5. Financial Bid opening : Will be intimated later
6. Cost of Tender form : Rs. 10000 + 18% GST
7. Earnest money : Rs. 2,00,000/- (Rupees Two Lakh) deposit through echhawani
8. Completion time : As mentioned in work order
9. Estimated cost of work : Rs. 1,00,00,000/-
(Approx, may be increase Or decrease)
10. Security deposit : 10% of Estimated Cost(Deposit through eChhawani)
11. Validation of rates of tender : One year (Period increase or decrease as decided by the CEO/Board). Contact will be one year from the date of agreement signed.

Important Note :- TENDER WILL BE AWARDED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 AND ITS AMENDMENT. BIDDER HAS SIGNE INTEGRITY PACT AND UPLOAD THE SAME IN ONLINE TENDER THECHNICAL BID WITHOUT THIS BID WILL BE REJECTED.



(R.N. Mandal)

**Chief Executive Officer
Cantonment Board Chakrata**



Sub: CIVIL WORK TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT

The following tender documents for the subject work as per tender notice No. 12/3/PW/Misc./2022, dated 23-11-2022.

- i) Application form for submission of tender
- ii) Area of applicability of contract 'Schedule-A'
- iii) Terms and conditions

1. The tender application should be accompanied with receipt of an earnest money of Rs. 2,00,000/- (Rupees Two Lakh) only which shall be deposited through eChhawani only.
2. BIDDER HAS SIGNE INTEGRITY PACT AND UPLOAD THE SAME IN ONLINE TENDER THECHNICAL BID WITHOUT THIS THE BID WILL BE REJECTED.



(R.N. Mandal)

**Chief Executive Officer
Cantonment Board Chakrata**



APPLICATION FORM FOR TENDER

To

The Chief Executive Officer
Cantonment Board, Chakrata

**Sub: CHAKRATA CANTT- CIVIL WORK TERM CONTRACT FOR REPAIR AND
MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT**

Madam/Sir,

Having examined the following documents:-

1. Tender notice No. 12/5/PW/Misc./2022, dated 23-11-2022.
2. MES standard schedule of rates 2020 along with erratum and amendments issued.
3. Draft of agreement to be executed for contract between the Cantonment Board and contractor.
4. The durability/stability should be 3 years of the construction from the date of completion of construction otherwise contractor have to repaired (except any natural disaster).
5. Tender will be awarded as per public procurement (preference to make in india) order 2017 and its amendment.

I/We agree to undertake the work should this tender be accepted at the rate quoted in BOQ as uploaded along with tender form.

**Signature of Contractor with
Name and address of Contractor**

.....

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Dated:

SCHEDULE – A

AREA OF APPLICABILITY OF CONTRACT

This contract is restricted to the following maintenance work of Cantonment Board properties within the Cantt limit of Chakrata Cantt.

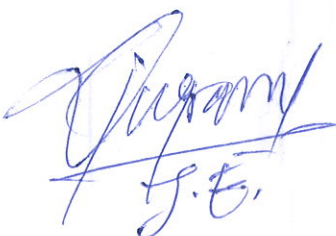
(a) CIVIL WORK TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT

No work shall be ordered to the contractor outside the limit specified above. Map/drawing of the work can be seen in the Cantt Board office as soon as the estimates are approved by the Board



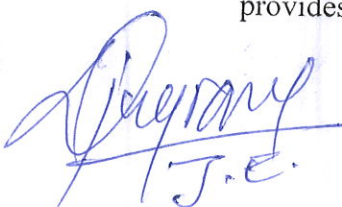
(R.N. Mandal)

**Chief Executive Officer
Cantonment Board Chakrata**



GENERAL TERMS AND CONDITIONS OF THE TENDER

- (I) The contractor will stack the material/store to be used for the work on the site or in the Cantonment Board Office. Stores and quality of the material shall be approved by the Junior Engineer or Chief Executive Officer.
- (II) Whatever material will be used in the work, the receipt of the cash memos for the same shall have to be produced in the office for verification on demand.
- (III) Security deposit, that is 10% of the total cost of the work shall be deposited by the contractor through echhawani only. and the same shall be refunded after one year from completion of the work. The security deposited shall be refunded only after issue of NOC by the JE.
- (IV) The contractor shall have to bear the responsibility for removing any defect detected during one year after the completion of the work. If the contractor fails to remove the defect pointed out to him. The same shall be got removed by the Board from its own sources and the payment shall be deducted from the security amount.
- (V) No material/stores will be supplied to contractor by the Cantt Board Chakrata.
- (VI) Time limit for the completion the work as specified in the work or will be strictly adhered to by the contractor in case of delay 2% penalty can be imposed by the CEO, if not justified.
- (VII) The Board shall not bear any responsibility for the escalation in the work,
- (VII) The contractor shall be responsible to clear the site after the completion of the work.
- (IX) On the request of the contractor, the running payment shall be made only up to 90% of the work executed.
- (X) The work shall be supervised by the Junior Engineer of the Cantonment Board.
- (XI) The work order, terms and conditions and tender form shall a part and parcel of the agreement.
- (XII) The contractor will have to execute an agreement on a non judicial stamp paper of requisite value which shall be signed by two witnesses on behalf of the contractor, one member of the Cantonment Board and the President/Vice President of the Cantonment Board Chakrata. The same will be countersigned by the Chief Executive Officer of the Cantonment Board Chakrata. Extension if any shall be granted by the CEO on the basis of technical report submitted by Engineer-in-charge.
- (XIII) Final payment shall be made to the contractor only after work has been approved by the Engineer in charge namely Junior Engineer.
- (XIV) The CEO reserves the right to change the specification of the work if it is absolutely and urgently required from the Engineering point of view and the contractor will be paid accordingly. The water charges and other deduction will be made from contractor bills if CB provides same services to the contractor.



- (XV) In case of any dispute on any matter, the decision of the Cantonment Board shall be final and binding on both parties.
- (XVI) Quantity may be increased or decreased up to any extent as per requirement, site condition and contractor will have to provide/complete for the same.
- (XVII) No escalation on rates will be accepted under any circumstances.
- (XVIII) Details of site may be taken from the office.
- (XIX) Sub class 'B' bricks will be used if required.
- (XX) Mixing of the concrete will be done by mechanical mixer only. No manual mixing will be accepted.
- (XXI) Crushed stones aggregate will be used.
- (XXII) All the equipments are to be provided by the contractor at site to check the material before its use.
- (XXIII) Contractors are also required to refer to MES SSR 2020 and amendments before giving their rates. Whether tenders inspect/refer the above or not, they will be deemed to have inspected the same and understood the terms and conditions before tenders are submitted. Any item not covered in MES SSR shall be priced by the CEO as IAFW 2249 star rates.
- (XXIV) Site order book has maintained by the contractor at the site and the same will have to be produced if demanded by the JE or the CEO or any official authorized by the Board.
- (XXV) Quality of work if required will be checked by CBRI or any other agency assigned by the CEO and the amount payable for the same will be deducted from the Contractor's bill and other check for quality will also be responsibility of contractor.
- (XXVI) Tenderers are required to inspect the site, before quoting the rate for any work. After quoting the rates, it will be deemed that site has been inspected by the contractor and site conditions are known to him.
- (XXVII) Any type of withdrawal after quoting the rates if opened/non execution of agreement in time, will lead to forfeiture of earnest money.
- (XXVIII) The liability of income tax, trade tax and other taxes imposed by Central Govt./State Govt. will be of contractor.
- (XXIX) That the tenderer will follow the provisions of Indian Contract Act. in full and the highest bidder or lowest tenderer shall be bound that the earnest money shall be forfeited for not entering into contract after opening the tender or closure of bid and he will not be entitled to withdraw from the work.
- (XXX) General condition of IAFW 2249 will be applicable for the tenders.


(R.N. Mandal)
Chief Executive Officer
Cantonment Board Chakrata

Other Terms and conditions

1. The bid document shall be published online on the central public procurement portal i.e. <https://defproc.gov.in/nicgep/app> on the date and time mentioned in the tender time schedule.
2. All the interested bidders are required to get themselves register on portal.
3. The bidders are also required to obtain Digital Signature Certificate (DSC) from one of the authorized certifying authority as Digital Signature Certificate is mandatory to participate in the e-tendering system.
4. The contractor who are registered with Cantt Board Chakrata for the said work i.e. Civil works Miscellaneous public improvement for the this particular NIT will be considered for this tender.
5. The document required to be uploaded at the time on online bid (Technical) submission.
 - a) Scanned copy of Affidavit for constitution of firm in case may be.
 - b) Scanned copy of List of work executed and experience certificate in last three years (i.e. 2019-20, 2020-21 and 2021-22) for Miscellaneous public improvement work (Building, road, drain, retaining wall, misc./any civil work etc) (Minimum experience of Rs. 3300000.00) in any government department duly signed by the competent authority.
 - c) Scanned copy of Affidavit of immovable properties indication their present market value.
 - d) Scanned copy of bank solvency certificate of Rs. 5000000.00 (Rs. Fifty Lakh).
 - e) Scanned copy of character certificate issued by DM/SDM.
 - f) Scanned copy of latest income tax return
 - g) Scanned copy of PAN Card.
 - h) Scanned copy of GST No.
 - i) Scanned copy of receipt of amount deposited into Cantt Board for Firm Registration through eChhawani.
 - j) Scanned copy of receipt of Cost of Tender Form deposited in Cantt Board through eChhawani.
 - k) Scanned copy of EMD deposit receipt through echhawani amounting Rs. 2,00,000/- (Rupees Two Lac Only).
 - l) Scanned copy of affidavit **duly notarized** mentioned that the contractor/bidder not blacklisted from any Govt./Municipality agency/organization.
 - m) Scanned copy of filled and signed Annex.-I (available in tender document).
 - n) Scanned copy of signed Integrity Pact as Annex.-D without this bid will be rejected(The copy of Integrity Pact available in tender document as annexure-D).

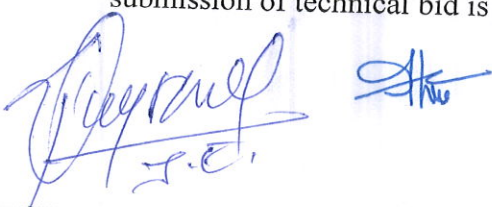
Note:- The hard copy of the technical documents must reached this office as date and time mentioned in NIT. The bidder have to signed the Integrity Pact(IP) (upload the same and submit in hard copy also) without this bidder not allowed to participate in bidding and bid will be rejected.

6. **MANNER OF SUBMISSION OF E-TENDER AND ITS ACCOMPANIMENTS:**

The technical bid and the financial bid of Tender shall be submitted online only as prescribed.

A) Technical:-

The following documents shall be submitted online on the website portal at <https://defproc.gov.in/nicgep/app> of Cantonment Board, Chakrata on or before the submission date. It shall be the responsibility of the Agency to ascertain timely submission of this technical bid to Cantonment Board, Chakrata. The financial/price bid shall not be considered for opening if the submission of technical bid is not done properly. Technical bid to be submitted through online only.



The Agency shall submit all the copies of technical bid/prequalification conditions and documents as below into one PDF File:-

- a) Scanned copy of Affidavit for constitution of firm in case may be.
- b) Scanned copy of List of work executed and experience certificate in last three years (i.e. 2019-20, 2020-21 and 2021-22) for Miscellaneous public improvement work (Building, road, drain, retaining wall, misc./any civil work etc) (Minimum experience of Rs. 3300000.00) in any government department duly signed by the competent authority.
- c) Scanned copy of Affidavit of immovable properties indication their present market value.
- d) Scanned copy of bank solvency certificate of Rs. 5000000.00 (Rs. Fifty Lakh).
- e) Scanned copy of character certificate issued by DM/SDM.
- f) Scanned copy of latest income tax return
- g) Scanned copy of PAN Card.
- h) Scanned copy of GST No.
- i) Scanned copy of receipt of amount deposited into Cantt Board for Firm Registration through eChhwani.
- j) Scanned copy of receipt of Cost of Tender Form deposited in Cantt Board account through eChhwani.
- k) Scanned copy of EMD deposit receipt through echhawani amounting Rs. 2,00,000/- (Rupees Two Lac Only).
- l) Scanned copy of affidavit **duly notarized** mentioned that the contractor/bidder not blacklisted from any Govt./Municipality agency/organization.
- m) Scanned copy of filled and signed Annex.-I (available in tender document).
- n) Scanned copy of signed Integrity Pact as Annex.-D without this bid will be rejected (The copy of Integrity Pact available in tender document as annexure-D).

Note:- The hard copy of the technical documents must reached this office as date and time mentioned in NIT. The bidder have to signed the Integrity Pact(IP) (upload the same and submit in hard copy also) without this bidder not allowed to participate in bidding and bid will be rejected.

B) Financial bid/Price bid:

The financial bid/price bid shall be submitted online on aforesaid specified website <https://defproc.gov.in/nicgep/app> The offer should be based on the above works and should be inclusive of all taxes, levies, duties and all other charges including traveling and any other expenses of the contractor/agency and other employees of the contractor/agency. The Cantonment Board, Chakrata will not bear any expenses other than the rate quoted.

7. The bidders are required to make Online payment for the cost of bidding document. The requisite fees shall be deposited through eChhwani. Online bid must be accompanied with the scanned copy of the receipt for the cost of document failing which the bid will be rejected.
8. Bid earnest money shall be deposited through eChhawani portal. Online bid must accompany the electronic scanned copy of bid earnest money deposit receipt for the mentioned work.
9. The bidder required to submit the hardcopy of the e-receipt of EMD, copy of tender cost receipt and copy of registration fee receipt, originals of all affidavits, and other documents as per list/instructions available in tender document as per time and schedule mentioned in NIT/Tender documents otherwise the tender will be rejected.
10. The bid will be opened in the office of Chief Executive Officer, Cantonment Board, Chakrata by the official of the Cantonment Board Chakrata.
11. The bidder has to submit the rates in BOQ, as uploaded with tender documents.
12. The bid documents along with the Bid security must reach in the Office of Cantonment Board Chakrata as per tender schedule.

To,

Chief Executive Officer
Cantt. Board Chakrata

(a) Sub: TENDER FOR CIVIL WORK TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT

Reference: Tender No. 12/3/PW/Misc./2022 & dated 23-11-2022.

- We (The Bidder/Contractor) confirm acceptance and compliance with the Integrity Pact in letter and spirit.
- We (The Bidder/Contractor) confirm that the Integrity Pact is signed without any variation (or) modification.
- We (The Bidder/Contractor) agree that the Integrity Pact is deemed as part of NIT/Contract and we are bound by its provision for the entire Pact duration as per Section 9 of the enclosed Integrity Pact format.
- In case, if we (The Bidder/Contractor) fails to honour the above conditions, CEO shall have absolute right to take action as per Section 3 of the enclosed Integrity Pact format.

Yours faithfully,

(BIDDER)

Integrity Pact

Integrity Pact

Between

Cantt Board Chakrata hereinafter referred to as **"The Principal"**

and

..... hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **CIVIL WORK TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT(Reference NIT No. 12/3/PW/Misc./2022, dated 23-11-2022)**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.
- (3) In case of any such preceding misconduct on the part of official(s) is reported by the Bidder to the Principal/Owner 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.

Integrity Pact

Bidder Signature



Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principals during participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission of non-cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Contractor(s) will not improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (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.
- (4) 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.

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Section 3- Company Code of Conduct

Bidders 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.

Section 4- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability of credibility in question, the Principal is entitled to disqualify the tender process or take action as per "Guidelines on Debarment of firms from Bidding" issued by Procurement Policy Division, Ministry of Finance, Department of Expenditure, Government of India from time to time.

Section 5- Sanction for Violation

Any breach of the aforesaid provisions by the Bidder or anyone employed by him or action on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or anyone employed by him or action 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 anyone 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 Bidders would continue.
- (iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by 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.

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(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 bidders 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 or 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 in 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 or the Principal/Owner and if he does so, the Principal/Owner shall be entitled forthwith to cancel the contract and all other contract and all other contracts with the bidder.

(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.

Section 6- Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 7- Previous transgression

(1) The bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprises in India that could justify his exclusion from the tender process.

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- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or and if already awarded, same can be terminated for such reason.

Section 8- Equal treatment of all Bidder/Contractors/Subcontractors

- (1) In case of sub-contracting the Principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 9- Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 10- Independent External Monitor.

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the DGDE.
- (3) The Bidders/Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractors/Subcontractors with confidentiality. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and or 'Absence of Conflict of Interest.' In case of any conflict of interest arising at a later date, the IEM shall inform DGDE and recuse himself/herself from that case.

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- (5) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the Principal and the Contract. The parties offer to the monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this a agreement, he/she will so inform the management of the principal and request the action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the DGDE within 4 to 6 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the monitor has reported to the DGDE, a substantiated suspicion of an offence under relevant IPC/PC Act, and the DGDE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance.
- (9) The word 'Monitor' would include both singular and plural.

Section 11- Pact Duration

- (1) This pact begins when both parties have legally signed it. It expires for the Contractor after the last payment under the contract, or till defect liability period and for all other Bidders after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future dealings.
- (2) If any claim is made/lodged after expiry of this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DGDE.

Section 12- Dispute Settlement Mechanism

- (1) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
- (2) In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.

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- (3) The fees for such meetings shall be same as fee payable to IEMs otherwise and in addition to the fees for the regular meeting of IEMs, to be held otherwise and over and above the ceiling of Rs. (Subject to finalization by higher authorities) annually, to be calculated as per calendar year. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of the organization concerned. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Section 13- 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.

Section 14- 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.

Section 15- Other Legal Actions

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

Section 16- Signing of Integrity Pact on behalf Bidder

- (a) Proprietorship Concern - The Integrity Pact must be signed by the proprietor or by an authorized signatory.
- (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.
- (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 members to the Joint Venture.

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Section 17- Other Provisions

- (1) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (2) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (3) Changes and supplements as well as termination notices need to be made in writing.

Section 18- Independent Monitors

The MoD in consultation with the Central Vigilance Commission (CVC) has appointed the following Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact for DGDE:-

- (a) Shri R. Mukundan, IRPS (1984) (Retd),
A, 204, Casagrad Aristo,
No. 5, Noble-I Street, Alandur,
Chennai-600016
E-mail ID:- r.mukundan29@gmail.com
- (b) Dr. Sarat Kumar Acharya, CMD, NLCIL (Retd),
203, 2nd Floor, Tower-5, Vipul Gardens,
Ghatikia, Bhubaneswar- 751003 (Odisha)
E-mail ID:- sarat777@rediffmail.com


(For & behalf of the Principal)
(Office Seal)

(For & behalf of Bidder/Contractor)
(Office Seal)

Place:
Dated:

Witness 1:
(Name & Address)

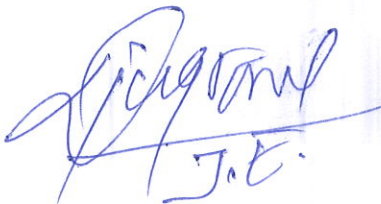
Witness 2:
(Name & Address)

Integrity Pact

OFFICE OF THE CANTONMENT BOARD, CHAKRATA- 248123
TELEPHONE:- (01360) 272220 FAX-(01360)272502

APPLICATION FOR ENLISTMENT OF CONTRACTORS FOR CIVIL WORK TERM
CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC
IMPROVEMENT (Reference NIT No. 12/3/PW/Misc./2022, Dated 23-11-2022)

1. Name & Address of Contractor/Firm (Name of Individual in case of Proprietor of firm, name of all Partners with their address should be furnished) (a)
2. Latest copy of Bank statement/solvency Certificate From bank of the Contractor
3. Details of immoveable properties (a)
(b)
(c)
4. Details of moveable properties (like Truck, car, etc.)
5. Details of tools, plants and machinery (like Hot Mix Plant, Mechanical Road Paver, Road Roller, Concrete Mixer, Compressor, Generator etc. Please state Whether owned, Leased or hired)
6. Education/Technical Qualification of the Contractor And Partners, if any
7. Technical staff employed by the Contractor (Please State the qualification of such staff)
8. Details of enlistment with any Govt. Department (attach proof thereof)
9. Details of works executed in last three years (State The contract number and address of the Department for Which the works were executed).
10. Income Tax Number and latest Clearance Certificate (attach copy thereof)
11. GST Numbers with proof thereof (attach Copies)




12. Any other information which the contractor may like (a)
To submit and category of enlistment (include

Character certificate and wealth certificate from D.M./SDM (b)
With latest signed)

Enclose the details in ANNEXURE as given in above requisite information. The document must self attested.

13. **Attached signed copy of Integrity Pact(IP) by the authorized person/bidder (Copy of the integrity pact available in tender document as annexure-D). Without signed IP bidder not allowed in bidding process and bid will be rejected.**

14. Declaration:

I hereby declare that the statements and documents made in the application are true and correct.

I have never been debarred from any government agencies.

Any misinterpretation and wrong declaration/concealment of information in the application will tender my contract to be cancelled and I may be debarred from the department.

I/We confirm that I/We shall abide with all terms and conditions of the Cantonment Board including payment of requisite enlistment fee fixed by the Board.

Dated: _____

Signature (S) _____

Of the contractor

Full Name _____

Address _____

Recommendation of JE along with sing and date:-