

MILITARY ENGINEER SERVICES
NOTICE INVITING TENDER (NIT)
(IN LIEU OF IAFW-2162 (REVISED 1960))

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, a tenderer / bidder will have no claim on this 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 the 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 but in case of term contracts, contractors of categories 'SS' to 'E' may tender/bid. In case ,where the tendered amount is in excess of the financial limit of the contractor and the Accepting Officer decides to accept the tender/bid, in which event the tenderer/bidder would be required to lodge additional security deposit as notified by the Accepting Officer in terms of conditions of contract. Contractors whose names are on the MES approved list of any MES formation and who have deposited standing security deposit and have executed standing security bond may also tender/bid without depositing Earnest money along with the tender/bid and if the tender/bid submitted by such a tenderer/bidder is accepted , contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual Security Deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1st RAR payment or from the first final bill. In case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. Not more than one tender/bid shall be submitted/uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another will be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
6. The Office of CWE (U) Delhi Cantt - 10 will be the Accepting Officer here-in-after referred to as such for the purpose of the contract.
7. 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 .A scanned copy of DD with enlistment details/ documents shall be uploaded as packet 1/ cover-1 ('T' bid) of the tender / bid on e-tendering portal. DD is refundable in case 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 encashing the DD and shall not have any claim from Government whatsoever on this account.
- 6.1 Tender forms and conditions of contracts and other necessary documents shall be available on www.defproc.gov.in site for download and shall form part of contract agreement in case tender/bid is accepted be issued as per dates given in the aforesaid Appendix-'A' to notice inviting e-tender.
- 6.2 In case of contractor who has not executed the Standing Security Bond, the cover-I shall be accompanied with by Earnest Money of amount as mentioned Appendix'A' in the form of deposit at Call receipt in favour of concerned CCE/GE/GE(I) / AGE(I) (see Appendix'A') by a Scheduled Bank or in receipted treasury Challan, the amount being credited to the revenue deposit of the concerned CCE/GE/GE(I) / AGE(I) (see Appendix'A').
- 6.3 A Contractor who is not enlisted for the area in which the work lies, but whose name is in the MES approved list of any MES formation and who has deposited standing security and executed standing security bond may bid without depositing earnest money alongwith the tender but if the Accepting Officer accepts the tender/bid, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of Individual Security Deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from the first RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor.

NOTICE INVITING TENDER (NIT) (contd...)

- 6.4 A Contractor who has executed standing security bond but not corresponding to the appropriate class as mentioned above, shall with the Accepting Officer, Additional Security Deposit as notified by the Accepting Officer within thirty days of the receipt of his notification of acceptance of his tender/bid, failing which this sum will be recovered from the first RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However, in case where any payment is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender/bid, the amount of additional security deposit shall be recovered from such payment.
- 6.5 The CCE/GE/GE(I) / AGE(I) will return the earnest Money wherever applicable to all unsuccessful tenderers/ bidders by endorsing an authority on the deposit –at-call receipt for its refund ,on production by the tenderer/bidder a certificate of the Accepting Officer that a bonafide tender/bid was received and all documents were returned.
- 6.6 The CCE/GE/GE(I) / AGE (I) will either return the earnest Money to the successful tenderer by endorsing on the deposit receipt for its refund on the deposit–at-call receipt for its refund on receipt of an appropriate amount of security deposit or will retain the same in part or full on account of security deposit if such a transaction is feasible.
- 6.7 Copies of the drawings and the documents 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 the inspection of tenderer/bidder at the office of Accepting Officer and concerned GE/GE(I) / AGE(I) office during working hours.
7. The tenderers are advised to visit site by making prior appointment with the GE/GE(I) / AGE(I)/CCE/Project Manager who is also the Executing Agency of the work (see appendix 'Á'). Tenderers/bidders are deemed to have full knowledge of all relevant documents, samples, site, etc. Whether they have inspected them or not.
8. Any tender/bid which proposes any alternation to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
9. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specifications of work to be done and of the conditions and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
10. Tenderers/bidders must be in possession of a copy of the MES Standard Schedule of Rates (see appendix 'Á') including errata and amendments there to.
11. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/ bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, 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 thereof through the eprocuremes website. The applicant contractor/bidder if he so desires may appeal to the next higher Engineer Authority namely viz HQ Chief Engineer Delhi Zone with copy to the Accepting Officer on email 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 be entitled for any compensation whatsoever for rejection of his bid.
12. The Accepting Officer reserves the right to accept a tender submitted by a Public 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 from such tenderer/bidder whose tender/bid is rejected.

NOTICE INVITING TENDER (NIT) (contd...)

13.1 Two firms are permitted to bid for the tender based on Joint Venture agreement between them. Joint Venture (JV) shall not comprise more than two firms (called parties of JV). The format of agreement is at Annexure No 'II'. The JV shall be considered as un-enlisted contractor.

The JV shall submit Earnest Money Deposit for all tenders and Individual Security Deposit as per instructions, if contract is awarded.

13.2 (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 obtained by following procedure laid down by Ministry of Home Affairs vide their letter No II/20034/290/2013-IS II dated 30 Jun 2015 and amendment thereof vide OM No II/20034/2013-II dated 09 Dec 2015. These letters, being classified, are not being shared. The case for security clearance shall be processed to E-in-C's Branch, Dte of Contract Management for taking up matter with concerned authorities.

(ii) Case for security clearance shall be processed to E-in-C's Branch on PRIORITY after opening 'T' bid (Cover-1). Further processing of tender to open Finance Bid (Cover-2) 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.

13.3 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 alongwith 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.

13.4 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 single unit.

(a) The lead party of the JV shall meet minimum 60% or the percentage of share in the JV (whichever is higher) of the qualifying criteria pertaining to (a) past experience of completed works, (b) Average Annual Turnover, (c) Bank Solvency/Financially Sound for engagement and (d) Working Capital. Both the parties combined shall meet minimum 120% of the above qualifying criteria.

13.5 Both the Parties of JV shall jointly possess the required T&P, machinery and engineering/supervisory staff. T&P can be either on ownership basis or leasehold as stipulated in NIT/tender documents and documentary proof of the same shall be submitted. Other qualification criteria shall be met fully/jointly by both the parties of JV or as a single unit of JV.

13.6 JV concluded upto the date of bid submission are permitted to apply. Copy of JV should be uploaded. 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.

13.7 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 bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid 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 'T' bid Cover '1').

13.8 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project. 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- Barring from bidding for six months

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

13.9 Any unrealised 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.

14. The Accepting Officer does not bind himself to accept the lowest or any tender to give any reasons for not doing so.

15. This Notice Inviting Tender (NIT) including Appendix 'A' shall form part of the contract.

Signature of Contractor
Dated:

DCWE (Contracts)
for Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

Tender ID 2019_MES_276036_1

1.	Name of work	:	PROVISION OF 170 KWp ROOFTOP SOLAR POWER PLANT AT HQ DGBR COMPLEX AND 50 KWp ROOFTOP SOLAR POWER PLANT AT SUPERVISORS ACCN COMPLEX AT HQ DGBR NEW DELHI.
2.	Estimated Cost of Work	:	Rs.120.00 lakh (At par market)
3.	Period of Completion	:	Ph-I -180 days & Ph-II- 1825 days as specified in Sch A
4.	Cost of tender documents	:	Rs. 1000/- in the shape of DD/Banker's cheque from any Scheduled bank in favour of GE(U) Electric Supply, Delhi Cantt and payable at Delhi Cantt.
5.	Website/portal address	:	www.defproc.gov.in and www.mes.gov.in
6.	Type of contract	:	The tender shall be item rate contract based on IAFA-2249 and IAFW-1779A with list of works to be quoted by the contractor
7.	Information and details	:	
	(a) Bid submission start date		Refer critical dates.**
	(b) Last date of bid submission		
	(c) Date of bid opening		
8.	Eligibility Criteria	:	
	(A) For MES Enlisted Contractors	:	(i) Contractors of Class `B and above, shall be considered eligible. (ii) Contractor shall have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ ICRA/ SMERA/ Brickwork Ratings India Pvt Ltd and having experience as given at para 8 (C) (i) below. (iii) They should not have any adverse remark in work load return of competent engineer authority. Enlisted contractors who are either having above mentioned solar rating themselves fulfilling the criteria laid down here-in-below or meeting the criteria laid down for unenlisted contractors shall also be considered eligible.
	(B) For Unenlisted contractors	:	(i) Contractors meeting the criteria of annual turnover, financial criteria, solvency, working capital, fixed assets, criteria of class 'B' contractor in MES. (ii) Contractor shall have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ ICRA/ SMERA/ Brickwork Ratings India Pvt Ltd and having experience as given at para 8 (C) (i) below. However requirement of MoU is exempted for contractors who themselves are having requisite rating by rating agency mentioned here-in-before. (iii) No recovery outstanding in Government Department. (iv) They should not have any adverse remark in work load return of competent engineer authority. Meeting engineering establishment criteria of class B contractor of MES is not required.
	(C) For All Contractors	:	(i) The contractor/solar power firm having successfully completed Solar Power Plants in 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 work of capacity \geq 80% of capacity of plant i.e 80% of 170KWP = 136 KWP. OR (b) Two works of capacity \geq 50% of capacity of plant i.e 50% of 170KWP = 85 KWP. OR (c) Three works of capacity \geq 40% of capacity of plant i.e 40% of 170KWP = 68 KWP. (ii) Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ another firm except sons/ daughters of proprietor/ partner/ Director, Project Manager as per contract conditions.
9.	Tender issuing and Accepting Officer	:	HQ CWE (U) Delhi Cantt - 10
10.	Executing agency	:	GE (U) Elect Supply, Delhi Cantt - 10
11.	Earnest Money	:	Rs. 1,95,000/- in favour of GE (U) Elect Supply, Delhi Cantt - 10

****CRITICAL DATES**

Para 7.	Publishing date and time of tender documents	:	26 Oct 2019 at 1700 hrs
	Starting date & time for downloading of tender documents	:	26 Oct 2019 at 1800 hrs
	Starting date and time of bid submission (Cover No. 1 & 2)	:	18 Nov 2019 at 1200 hrs
	Closing date and time of bid submission (Cover No. 1 & 2)	:	23 Nov 2019 at 1800 hrs
	Date and time of bid opening (Cover No. 1)	:	25 Nov 2019 at 1200 hrs or subsequently
	Date and time of bid opening (Cover No. 2)	:	<i>Will be intimated online after completion of evaluation of tech bids/applications (cover No. 1)</i>

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

(b) In case number of eligible class contractors satisfying the eligibility criteria given in NIT are 7 or more than 7, application of one class below the eligible class shall not be considered except those who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience and /or average annual turnover as applicable and financial soundness (solvency/financial soundness and working capital) provided the value of work is less than twice the tendering limit of such contractors. Contractors one class below the eligible class may upload necessary documents wrt works experience and financial soundness in cover 1 of tender (T bid).

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

(ii) Contractors should ensure that their original DDs and earnest money(as applicable) are received within 05 days of bid submission end date.

(iii) In case of applications/bids from enlisted contractors of MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, their finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as wilful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid (cover 2).

(iv) In case of applications/bids from unenlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid (cover 2).

(v) In case of applications/bids (enlisted contractor as well as unenlisted contractor) where scanned copies of requisite Earnest money (as applicable) were uploaded but the same are not received in physical form within stipulated time, such bids shall not qualify for opening of finance bid (cover 2).

(d) Contractors may note that they shall not be loaded beyond their tendering limit as under:-

(aa) In case contractors of eligible class are selected for issues of tender : 4 to 5 times the tendering limit .

(bb) In case of one class below contractors are selected for issue of tender: 6 to7 times the tendering limit.

(cc) In case of unenlisted contractors : 2 times the upper tendering limit of class for which contractor meets the criteria for enlistment.

(e) In case any deficiency is noticed, in the documents required to be uploaded by the tenderers as per NIT, after opening of cover1(T bid) and during technical evaluation, a communication in the form of e-mail/whatsapp/sms/speed post etc. shall be sent to the contractor to rectify the deficiency within a period of 7 days from date of communication failing which financial bid (cover-2) shall not be opened and contractor shall not have any claim on the same.

(f) **Contractors enlisted with MES** will upload following documents for checking eligibility:-

(i) Application for bid in Firm's letter head

(ii) Enlistment letter

(iii) Scanned copy of DD of cost of tender

(iv) GST registration number document

(v) **MOU with Solar Power Firms having experience as per eligibility criteria specified wherever applicable**

(g). **Contractors not enlisted with MES** will be required to upload necessary documents to prove their eligibility for enlistment in eligible class & category of work, including Affidavit for no recovery outstanding. List of documents required for enlistment in MES has been given in para 1.5 of section 1 of Part I, MES Manual on Contractors 2007 (reprint 2012). Following documents shall also be uploaded amongst others:

(i) Details of three highest valued similar nature of works executed during last five years, financial year-wise in tabular form giving name of work, Accepting Officer's details, viz, Address, Telephone, Fax No, E-mail ID etc, date of acceptance of tender and actual date of completion. This shall be duly signed by proprietor/all partners/ authorised 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 for each work. In case performance report has been given by the client same shall also be submitted duly attested.

(ii) Solvency certificate and working Capital Certificate issued by scheduled bank.

(iii) Annual turnover certificate for last 2 years issued by Chartered Accountant along with relevant pages of audited balance sheets in support thereof.

(iv) Affidavits for possession of movable & immovable properties by proprietor/partner owning the immovable property along with Valuation Certificate from Regd Valuer in support of movable & immovable properties. In case of Limited Company, the immovable property is required to be in the name of the company.

(v) In addition, the un-enlisted contractors shall also furnish affidavit on non-Judicial stamp paper in the form of hard copy declaring their turnover for last 2 (Two) years.

(vi) Scanned copy of DD of cost of tender and earnest money.

(vii) GST registration number document.

(viii) **MOU with Solar Power Firms having experience as per eligibility criteria specified**

(h) In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineer authority i.e HQ Chief Engineer Delhi Zone on email/fax/speed Post against rejection, whose decision shall be final and binding. However contractor/bidder shall not be entitled to any compensation whatsoever for rejection of technical/prequalification bid.

(j) Court of the place from where tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this tender. After acceptance of tender, Condition 72 (Jurisdiction of Courts) of IAFW-2249 shall be applicable.

Signature of Contractor

89034/D-08/ 17 /E8

Military Engineer Services
HQ CWE (Utility)
Delhi Cantt - 10

Dated :26 Oct 2019

(AK Pandey)
DCWE (Contracts)
for Accepting Officer

Annexure No. I

1.Experience :

Having completed two works costing not less than Rs 150.00 Lakh

Or

One work costing not less than Rs 250.00 Lakh.

Or

Average annual turnover for last two consecutive years shall not be less than Rs 300.00 lakhs supported with audited balance sheet.

Note: A copy each of work order, contract accepted letter, completion certificate, Sch 'A' of contract and performance from concerned authority shall be submitted by the firm during last 05 years.

2.Particulars of Contractors: Documents regarding Proprietorship/Partnership/Private Limited concern to be submitted. Also, affidavit regarding no sister concern in MES and no near relative in MES to be submitted.

3.A copy each of work order, contract accepted letter, completion certificate, Sch 'A' of contract and performance report from concerned authority shall be submitted by the firm.

4.No recovery of any kind is outstanding in any Government Department. Affidavit to this affect to be furnished.

5. Sub letting are not allowed.

6. *Join Venture is allowed*

7. T & P: As per site requirement.

8.(i) Financial Soundness: (Certificate from bankers on requisite specimen to be furnished)

(a) Solvent up to **Rs 100.00 lakhs**

or

Financially sound for engagement up to **Rs 300.00 lakhs**

Working capital not less than **Rs 12.00 lakhs**

(ii) Solvency certificate from the scheduled bank shall be as per specimen given as under: -

FORM OF SOLVENCY CERTIFICATE FROM NATIONALISED/ SCHEDULED BANK

This is certified that to the best of our knowledge and information M/s/ Shri/ Smt..... having address, a customer of our bank are/ is respectable and can be considered solvent upto Rs. (Rupees.....)/ financially sound for engagement upto 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

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

(iii) Working capital certificate from the scheduled Bank as per specimen given as under. Alternatively, contractor may submit bank statement for the last 6 months/ attested copies of fixed deposit receipts/ balance sheet in support of Working Capital.

FORM OF WORKING CAPITAL FROM NATIONALISED/ SCHEDULED BANK

This is certified that M/s/Shri/Smt.....having address, has/have been maintaining a saving bank account/current account/fixed deposit account with this branch of bank sinceand the firm is having working capital of approximately Rs.....and/or the firm is enjoying overdraft/credit facilities upto limit of Rs..... 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

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

9. *Blank*

10. *Police verification*

Copy of police verification certificate from police authority of the area where registered office is located. Alternatively notarized copy of valid passport of proprietor/each partner/each director can be submitted.

11. *Affidavit from tenderer that he is not involved in any arbitration/litigation cases.*

12. *Affidavit that no near relative(s) of the tenderer or their employees/agents is/are working as Gazetted commissioned Govt. Officer in MES/Corps of Engineers/Ministry of Defence.*

13. *Affidavit that no near relative(s) of the tenderer is/are working as Junior Engineer in MES/Corps of Engineers.*

14. *Scanned copy of GST registration number documents.*

NOTE:-*All applicant contractors (including enlisted MES contractors) shall upload copies of all the above mentioned documents (whichever is applicable) along with application, tender cost and EMD prior to closing date of bid submission .*

(A K Pandey)
DCWE (Contracts)
For Accepting Officer

Format for Joint Bidding Agreement for Joint Venture Next

(to be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of20....

AMONGST

1. having its registered office at (hereinafter referred to as the 'First Part' which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. having its registered Office at (hereinafter referred to as the 'Second Part' which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

(A) The Military Engineer Services, represented by its HQ CWE (Utilities) Delhi Cantt-10 and having its office at Delhi Cantt (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bid by its Tender ID No. 2018_MES_220021 _1 for "PROVISION OF 170 KWp ROOFTOP SOLAR POWER PLANT AT HQ DGBR COMPLEX AND 50 KWp ROOFTOP SOLAR POWER PLANT AT SUPERVISORS ACCN COMPLEX AT HQ DGBR NEW DELHI."

(B) The Parties are interested in jointly bidding for the tender as member of a Joint Venture and in accordance with the terms and conditions of the tender document in respect of the work, and

(C) It is necessary condition under the pre-qualifying criteria (PQC) that the parties of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the PQC in the Notice Inviting Tender

2. Joint Venture

(a) The parties do hereby irrevocably constitute a Joint Venture for the purposes of jointly participating in the Bidding Process for the project.

(b) The Parties hereby undertake to participate in the Bidding Process only through this Joint

Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the contract, it shall perform all its obligations as the Contractor in terms of the Contract.

4. Role of the Parties

The parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from the other Party for conducting all business for and on behalf of the Joint Venture during the Bidding Process and execution process as well as post execution process.

(b) Party of the Second Part shall be the Member of the Joint Venture.

5. Joint and Several Liability

The parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms and conditions given in the NIT and Tender Documents.

6. Field of expertise

The parties do hereby declare that the field of expertise of the parties are as under:-

First Party :

Second Party :

7. Share of Work in the Project

The parties agree that the proportion of the Contract to be allocated among the parties shall be as follows:-

First Party:

Second Party:

8. Representation of the Parties

Each Party represents to the other Party as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing all in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution /power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture party is annexed to this Agreement, and will not, to the best of its knowledge: -

(i) Require any consent or approval not already obtained;

(ii) Violate any applicable law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or by

which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interest, charges or encumbrances or obligations to create a lien, charge, pledge, security, interest, encumbrances or, mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of Defects Liability Period under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not pre-qualify for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant does not pre-qualify or upon return of the Bid Security by the Authority to the Bidder, as the case, may be.

10. Miscellaneous

(a) This Joint Bidding Agreement shall be governed by Laws of India.

(b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by :

SECOND PARTY

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

WITNESS

In the presence of :

1.

2.