

**MILITARY ENGINEER SERVICES****NOTICE INVITING E-TENDERS**

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 rough guide and if the work cost more or less, a tenderer/ bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over the site as per the work order no.1, which shall be placed only after the receipt of the performance security as specified here in after at Para 6.3 of NIT.
4. Eligibility criteria for contractors is given in para 8 of Appendix 'A' to NIT. 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 their close relations who have business dealing with one another be allowed to tender for the same contract as separate competitor. A breach of this condition will render tenders/bids of both parties liable to rejection.
5. The Office of Chief Engineer Jaipur Zone , Power house road, Bani Park Jaipur - 302006 ( Ph.No: 01412942503 & Email ID: cezjr2-mes@nic.in) will be the Accepting Officer herein after referred to as such, for the purpose of this contract.
6. The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder. 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 form and conditions of contract and other necessary documents shall be available on [defproc.gov.in](http://defproc.gov.in) web site for download and shall form part of contract agreement in case the tender/bid is accepted.
  - 6.2 In Case of contractor who has not executed the Standing Security Bond, the Cover-1 shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of DD /Bankers cheque /deposit at call receipt issued in favour of concerned GE (see Appendix 'A') by a Scheduled Bank or in receipted treasury Challan the amount being credited to the revenue deposit of the concerned GE (see Appendix 'A').
  - 6.3 **PERFORMANCE SECURITY** (See condition 19 of IAFW - 2249) An amount equivalent to 5% of the contract sum shall be deposited by contractor (either enlisted or unenlisted) within 28 days of Award of contract (AOC), in prescribed form as specified in condition 19 of IAFW-2249, on receipt of performance security, thereafter work order will be placed, failing which, the contract shall be cancelled and EMD submitted by unenlisted contractor shall be forfeited. In case of enlisted contractor, the amount equal to earnest money as mentioned under para 11 above shall be deposited by contractor through MRO in Government treasury. Issue of tender to such tenderer shall remain suspended till the aforesaid amount equal to earnest money is deposited in government treasury. In case, enlisted Contractor fails to deposit the money through MRO with in notified time frame, same shall be recovered from security deposit held with the deptt or any dues held with the Deptt.(For other details, the tender be referred)

Signature of Contractor

for Accepting officer

**MILITARY ENGINEER SERVICES**  
**NOTICE INVITING E-TENDERS (Contd...)**

6.4 The GE will return the Earnest Money wherever applicable to 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 bonafide tender/bid was received and all documents were returned.

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

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

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

9. The uploading of bid implies that bidder has read this notice and conditions of contract and had made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores, tools and plant 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 'A') including amendments and errata thereto.

11. Invitation for the 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 Appx 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reason thereof through the deproc.gov.in website. The applicant contractor/bidder if he so desires, may appeal to the next higher Engineer authority viz Chief Engineer SWC Jaipur on email ID [sswceengril-mes@nic.in](mailto:sswceengril-mes@nic.in) (Fax No :- 01412249260, Phone :- 01412249365/01412249483) with copy to the Accepting Officer on email ([cezipr2-mes@nic.in](mailto:cezipr2-mes@nic.in)) 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.

Note :- Please ensure that the representation if any is received in CESWC in physical format (i.e. hard copy ) within 7 days of rejection of bid.

12. The Accepting Officer reserves his right to accept a tender submitted by a Public Undertaking, giving a price preference over other Tender(s)/bid 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.

Signature of Contractor

for Accepting officer

**MILITARY ENGINEER SERVICES**  
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13. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.

14. Integrity Pact : - Refer Annexure I to Appendix 'A' to Notice of Tender. The Bidder is required to download & take printout of Integrity Pact provided at Annexure - I to notice of tender and the scanned copy of same is to be uploaded duly signed on each page by the Bidder(s) as part of technical bid (cover I) and the hard copy of this original Integrity Pact signed on each page shall be forwarded by post along with demand draft. Bidder (s) who do not upload duly signed scanned copy of Integrity Pact provided at Annexure-I to notice of tender, shall be intimated of the same alongwith intimation of other such deficient documents, through option of 'Short Fall Documents' (in e-tendering portal) before 'T' Bid evaluation. Any bidder who fails to forward the copy of Integrity Pact duly signed even after this communication, shall be disqualified in the Technical Bid (Cover-I).

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

Signature of Contractor

for Accepting officer

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)****TENDER ID : 2021\_MES\_420453\_1**

1	Name of work	<b>PROVISION OF SOLAR POWER GENERATION PLANT OF 01 MW CAPACITY AT HISAR</b>
2	Estimated Cost	Rs 600.00 lakh (At Par Market)
3	Period of completion	Phase-I :- 365 Days Phase-II :- 1825 Days
4	Cost of tender documents	Rs 3000.00 in the shape of DD/ Bankers cheque from any schedule Bank in favour of <b>GE, Hisar</b> and payable at <b>Hisar</b> .
5	Website/portal address	<a href="http://www.defproc.gov.in">www.defproc.gov.in</a> and <a href="http://www.mes.gov.in">www.mes.gov.in</a>
6	Type of contracts	The tender shall be based on drawings and specifications (IAFW-2159) and GCC (IAFW-2249) with Schedule 'A' (list of items of work) partially pre priced by MES and partially to be priced by tenderer. The tenderers are required to quote lump sum amount for pre priced parts of schedule 'A' and quote rate against items of other parts of schedule 'A'.
7	Information & Details:	
	(A) Bid submission start date	Refer critical dates in the <a href="http://www.defproc.gov.in">www.defproc.gov.in</a>
	(B) Bid submission end date	
	(C) Bid opening date	
8	Eligibility Criteria	
	(A) For MES enlisted contractors	(i) Contractor enlisted in class "A" & above shall be considered eligible. (ii) Contractor enlisted in MES should meet the Pre Qualification Criteria (PQC) as specified here-in-after at Para 8 (D). (iii) They should not have any adverse remark in work load return of competent engineer authority.
	(B) For Contractors not enlisted with MES	(i) Contractors not enlisted with MES meeting the criteria of annual turnover, financial criteria, solvency, working capital commensurate with enlistment criteria of class 'A' contractor specified in Para 1.4 and 1.5 of section 1 of Part I of MES Manual on Contracts-2007 (reprint 2012) amended up to date as available in all MES formation. (ii) Contractor not enlisted with MES should meet the Pre Qualification Criteria (PQC) as specified here-in-after at Para 8 (D). (iii) No recovery outstanding in any Government Department. (iv) They should not have any adverse remark in work load return or any other similar report of competent engineer authority. (v) The firm shall also submit copy of Police verification from Police authority of the area where the registered office of the firm is located/notarized copy or attested copy(ies) of valid passport of proprietor/each partner/each Director.
	(C) For Joint Venture	Refer Para 1.23 of Manual on contracts 2007 (Reprint 2012) (Amdt No 36 & 40) amended upto date as available in all MES formations. (i) 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 'II' of Appendix 'A' to NIT. <b>The JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit and performance Security Deposit as specified.</b>

Signature of Contractor

for Accepting officer

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)**

	<p>(ii) Joint ventures should meet the Pre Qualification Criteria (PQC) as specified here-in-after at Para 8 (D).</p> <p>(iii) No JV shall be allowed to participate, if either or both the parties are from banned / adversely remarked in WLR of MES or debarred from tendering by any authority.</p> <p>(iv) (a) Foreign Companies shall not be permitted to participate in JV.</p> <p>(v) (b) (1) 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. The case for security clearance shall be processed to E-in-C's Br. New Delhi for taking up matter with concerned authorities.</p> <p>(b)(2) Case for security clearance shall be processed to E-in-C's Branch after opening 'T' bid (Cover-1). Further processing of tender to open Finance Bid (Cover-2) shall JV requiring security clearance of Director (s) becomes L1, the tender shall be accepted only on receipt of security clearance.</p> <p>(vi) 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.</p> <p>(vii) 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 &amp; GSTIN shall be obtained by the JV as a single unit.</p> <p>(viii) 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 as specified in Para 8(B) of Appendix 'A' to NIT. Both the parties combined shall meet minimum 120% of the above qualifying criteria. The party other than the lead party shall meet minimum 30% of the above qualifying criteria.</p> <p>(ix) Both the parties of JV shall jointly possess the required T&amp;P, machinery and engineering / supervisory staff. Other qualification criteria shall be met fully/jointly by both the parties of JV or as a single unit of JV.</p> <p>(x) JV concluded up to 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. 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 (i.e. shall not be qualified in 'T' bid Cover '1').</p>
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Signature of Contractor

for Accepting officer

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) contd...**

		<p>(xi) The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.</p> <p>(xii) For any of the defaults as under of the JV, administrative action shall be taken against both the parties of JV :-</p> <p>(a) In case of non-submission of physical original documents of cost of tender &amp; EMD with in stipulated time period as specified in NIT here in after - Barring from bidding for six months.</p> <p>(b) Due to default in performance of contract etc - Administrative action as per existing instructions.</p> <p>(xiii) 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.</p>
	(D) Pre Qualification Criteria (PQC) for all contractors (MES enlisted contractors, Contractors not enlisted with MES& Joint Venture)	<p>(i) Experience of having successfully completed solar Power Plants in Government/Semi Govt. Department(s)/PSU(s) 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>One work of capacity <math>\geq 80\%</math> of capacity of plant specified in NIT i.e 0.80 MW</p> <p>Or</p> <p>Two works of capacity <math>\geq 50\%</math> of capacity of plant specified in NIT i.e 0.50 MW.</p> <p>Or</p> <p>Three works of capacity <math>\geq 40\%</math> of capacity of plant specified in NIT i.e 0.40 MW.</p>
	(E) For all contractors (MES enlisted contractors, Contractors not enlisted with MES& Joint Venture)	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, spouse of proprietor/partner/Director and firm's own employees, Project Manager as per contract conditions. This shall be subject to certain condition (s) which will be prescribed in the NIT forming part of the tender documents.
9	Tender issuing and Accepting Officer	Chief Engineer Jaipur Zone, Power house road, Bani Park Jaipur-302006
10	Executing agency	<b>GE Hisar</b>
11	Earnest Money	<b>Rs 6,25,000.00</b> in favour of <b>GE Hisar</b>
12	Performance security	An amount equivalent to 5% of the contract sum shall be deposited by contractor (either enlisted or unenlisted) within 28 days of Award of contract (AOC), in prescribed form as specified in condition 19 of IAFW-2249, on receipt of performance security, thereafter work order will be placed, failing which, the contract shall be cancelled and EMD submitted by unenlisted contractor shall be forfeited. In case of enlisted contractor, the amount equal to earnest money as mentioned under para 11 above shall be deposited by contractor through MRO in Government treasury. Issue of tender to such tenderer shall remain suspended till the aforesaid amount equal to earnest money is deposited in government treasury. In case, enlisted Contractor fails to deposit the money through MRO with in notified time frame, same shall be recovered from security deposit held with the deptt or any dues held with the Deptt.(For other details, the tender be referred)

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for Accepting officer

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) contd...****NOTES :**

- (a) (i) Contractor enlisted one class below the eligible class meeting PQC criteria as specified in Para 8(D) herein above, may also bid for the tender. Their application shall be considered subject to fulfillment of the other eligibility criteria given in NIT when number of applicants of eligible class qualifying for the tender are less than 7(seven).
- (ii) In case number of eligible class contractors satisfying the PQC criteria as specified in Para 8(D) herein above and the other 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 are satisfying the PQC criteria as specified in Para 8(D) herein above and the other eligibility criteria given in NIT and have previously completed similar nature of 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).
- (b) (i) Application/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) Tenderers/bidders should ensure that their original DDs towards cost of tender and earnest money deposit (as applicable), provident fund registration certificate and duly signed integrity pact as provided at Annexure-I of NIT & JV agreement as provided at Annexure-II of NIT (as applicable) are received within 06 days of bid submission end date.
- (iii) In case of application/bids from enlisted contractors of MES, where scanned copies of requisite DD/Bankers Cheque toward 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 willful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid.
- (iv) In case of applications /bids from contractors not enlisted with MES & JVs, where scanned copies of required 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.
- (v) In case of applications /bids (enlisted contractor as well as contractors not enlisted with MES & JVs 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.
- (c) Contractors may note that they shall not be loaded beyond their tendering limit as under:-
- (i) In case contractors of eligible class are selected for issues of tender : 4 to 5 times the tendering limit.
- (ii) In case of one class (two class in case of remote and difficult area as the case may be) contractors are selected for issue of tender : 6 to 7 times.
- (iii) In case of contractors not enlisted with MES : 2 times the upper tendering limit of class for which contractor meets the criteria for enlistment.
- (d) **Contractors enlisted with MES** will upload following document for checking eligibility.
- (i) Application for bid in Firm's letter head. In application, the contractor should explain with calculation details supported with documentary evidence, how he is qualifying for this tender in terms of conditions given in Eligibility criteria.

Signature of Contractor

for Accepting officer

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) contd...**

Tenderer to note that if they do not submit their calculation details and/ or supporting documents correctly, Dept will make calculation. As a result of Dept. Calculation, if the firm does not qualify, then contractor only will be responsible for the same. This is notwithstanding the fact that Dept will check the details and calculations also in respect of the contractors who have given the calculations.

- (ii) Enlistment letter
- (iii) Scanned copy of DD of cost of tender
- (iv) Scanned copy of provident fund code no. allotted to firm.
- (v) Scanned copy of Integrity Pact (Refer NIT clause no 14 & Annexure-I of NIT)
- (vi) Scanned copy of GST registration.

(vii) \* List of successfully completed Solar power plant work in Govt department/PSU in during last seven years by the Firm, Works showing value of CA, completed value of work in a self-explanatory 'tabular' form as mentioned below. This shall be submitted duly signed by proprietor/any partners/authorized Director of Pvt/ Public Ltd as applicable.

Ser No	Name of work	CA No	Value of work	Date of Acceptance	Date of commencement	Date of completion	Actual date of completion	Capacity of solar power plant completed	Acceptance office detail
1	2	3	4	5	6	7	8	9	10

\* The firm shall submit documentary evidence in support.

- (viii) Hard copy of these documents will be submitted within 06 days of bid submission end date.
- (e) **Contractors not enlisted with MES & JVs** will be required to upload the following documents necessary to prove their eligibility for enlistment in eligible class of work, including Affidavit for no recovery outstanding. List of documents required for enlistment in MES has been given in para. 1.4 & 1.5 of section 1 of part I of MES Manual on contracts 2007 (reprint 2012) amended up to date. Following documents shall also be uploaded amongst others :-
  - (i) Application for bid in Firm's letter head. In application, the contractor should explain with calculation details supported with documentary evidence, how he is qualifying for this tender in terms of conditions given in Eligibility criteria. Tenderer to note that if they do not submit their calculation details and/ or supporting documents correctly, Dept will make calculation. As a result of Dept. Calculation, if the firm does not qualify, then contractor only will be responsible for the same. This is notwithstanding the fact that Dept will check the details and calculations also in respect of the contractors who have given the calculations.
  - (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) Scanned copy of GST registration.
  - (v) 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) Scanned copy of provident fund code no. allotted to firm.
  - (viii) Scanned copy of Integrity Pact .
  - (ix) \*List of successfully completed Solar power plant work in Govt department/PSU in during last seven years by the the firm). Works showing value of CA, completed value of work in a self-explanatory 'tabular' form as mentioned below. This shall be submitted duly signed by

Signature of Contractor

for Accepting officer



**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) contd...**

Proprietor/any partners/authorized Director of Pvt/ Public Ltd as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.

Ser No	Name of work	CA No	Value of work	Date of Acceptance	Date of commencement	Date of completion	Actual date of completion	Capacity of solar power plant completed	Acceptance office detail
1	2	3	4	5	6	7	8	9	10

\* The firm shall submit documentary evidence in support.

(x) Hard copy of these documents will be submitted within 06 days of bid submission end date.

(xi) In addition to above documents, JV firms shall also upload the Joint Venture agreement in the prescribed format as attached at Annexure-II of Appendix 'A' to NIT on stamp paper of appropriate value duly signed & witnessed.

(f) In case, any deficiency if noticed, in the documents required to be uploaded by the tenderer as per NIT, after opening of cover 1 (T bid) and during technical evaluation, a communication in the form of e-mail/whatsapp/sms/speed post etc shall be sent to 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.

(g) In case of rejection of technical / prequalification bid, contractor may appeal to next higher Engineer authority i.e. Chief Engineer SWC Jaipur on email id **sswceengrijl-mes@nic.in** ( **Fax No:- 01412249365** /01412249112 / 01412249483) 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.

Note :- Please ensure that the representation if any is received in CESWC in physical form (i.e. hard copy) within 7 days of rejection of bid.

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

(j) In case of any query, please contact on following:-

(i) Phone No :- 01412202517, 01412942503

(ii) Email Id :- dircontcezp2-mes@nic.in  
cezp2-mes@nic.in

Sdxxxxxxxxx...  
(Mahendra Mundel)  
AEE (QS&C)  
Asst. Dir (Contracts)  
For Accepting Officer  
Dated 10 Feb 2021

File No 80805 /C/ 16 /E8  
HQ Chief Engineer Jaipur Zone  
Power House Road Bani Park,  
Jaipur-302006

Signature of Contractor

for Accepting officer

**ANNEXURE- "II" of APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)****Format for Joint Bidding Agreement for Joint Venture**

(to be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the .....day of .....20....

**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 (Name of tendering office) and having its office at ..... (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. .... for ..... (name of work).

(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.

**ANNEXURE- "II" of APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)****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:

**ANNEXURE- "II" of APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)****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.



**ANNEXURE- "II" of APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)****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 WHEREOF 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 PART

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

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

WITNESS

In the presence of :

1.

2.



Annexure I to Notice of TenderINTEGRITY PACTGeneral

1. Whereas the President of India, represented by Chief Engineer Jaipur Zone, Jaipur hereinafter referred to as Principal/ Owner and the first part, has floated the Tender (TENDER ID: **2021\_MES\_420453\_1**) and intends to award, under laid down organizational procedure, contract for **PROVISION OF SOLAR POWER GENERATION PLANT OF 01 MW CAPACITY AT HISAR** 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 Firm/ Private Limited Company/ Limited Company/ Joint Venture constituted in accordance with the relevant law in the matter and the Principal/ Owner is Chief Engineer Jaipur Zone, Jaipur 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, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract, in exchange for an advantage; in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 4.2. 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 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.

Signature of Contractor

  
For Accepting Officer



**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, organization 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 disfavour 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 construed 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 Enterprise in India or any Government Department in India.

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

8. **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 behavior) and a compliance program for the implementation of the code of conduct throughout the country.

Signature of Contractor

  
For Accepting Officer



## 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 one 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.
- (xi) 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 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.

Signature of Contractor

  
For Accepting Officer



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	Sh Hem Kumar Pande, IAS (Retd.)	hempande@nic.in
2	Sh Anjan Kumar Banerjee, IA&AS (Retd)	anjan.banerjee@gov.in

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

Name : Shri Bhavesh Kumar, Director (Contract)  
e-mail id : bhaveshk18-cgo@gov.in

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

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

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

- (a) Engineer-in-Chief in normal cases
- (b) CVO(MES & BRO) /MoD in cases involving vigilance angle

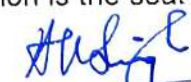
#### 11. Examination of Books of Accounts

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.

Signature of Contractor

  
Feo Accepting Officer

**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 authorized signatory holding power of attorney signed by the proprietor.
- (b) Partnership firm – The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (c) Limited Liability firm – The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (d) Private Limited/Limited Company – The Integrity Pact must be signed by a representative duly authorized by Board resolution.
- (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.

**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.

Signature of Contractor

  
For Accepting Officer

**INTEGRITY PACT**

To,

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Sub: Tender ID: **2021\_MES\_420453\_1** for the work **"PROVISION OF SOLAR POWER GENERATION PLANT OF 01 MW CAPACITY AT HISAR"**

Dear Sir,

1. It is hereby declared that MES is committed to follow the principle of transparency, equity and competitiveness in public procurement.
2. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Pact, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.
3. This declaration shall form part and parcel of the Integrity Pact and signing of the same shall be deemed as acceptance and signing of the Integrity Pact on behalf of MES.

Yours faithfully

Chief Engineer Jaipur Zone, Jaipur

Signature of Contractor

  
For Accepting Officer



**INTEGRITY PACT**

To,

Headquarters  
Military Engineer Services  
Chief Engineer Jaipur Zone  
Power House Road, Bani Park  
Jaipur – 302006

Sub: Tender ID No **2021\_MES\_420453\_1** Submission of Tender for the work **PROVISION OF SOLAR  
POWER GENERATION PLANT OF 01 MW CAPACITY AT HISAR**

Dear Sir,

1. I/We acknowledge that MES is committed to follow the principles thereof as enumerated in the Integrity Pact enclosed with the tender/bid document.
2. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the Integrity Pact, which is an integral part of tender 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.
3. 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.
4. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Pact, while submitting the tender/bid, MES shall have unqualified, absolute and unfettered right to disqualify the 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)

Signature of Contractor

  
For Accepting Officer