

MILITARY ENGINEER SERVICES
NOTICE INVITING TENDER (NIT)

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 not a guarantee and is merely given as a rough guide and if the work costs more or less the tenderer shall have no claim whatsoever on this account. The tender shall be based on the pattern 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, which may be on or up to two weeks after the date of acceptance of the 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 class 'SS' to 'E' may tender/bid. Contractors whose names are on the MES approved list of any MES formation and who have deposited standing security and have executed standing security bond, may also tender/bid without depositing earnest money alongwith the tender/bid and 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 be allowed to tender/bid for the same contract as separate competitor. A breach of this condition will render the tenders/bids of both parties liable for rejection.
5. The office of the **CE (AF) Gandhinagar**, Nr. CRPF Campus, Chiloda, **Gandhinagar - 382042** will be the Accepting Officer here-in-after referred to as such for the purpose of the contract.
6. The technical bid and Financial bid (Cover -1 and Cover -2) shall be uploaded by the tenderer/bidder on or before the date and time mentioned in NIT. A scanned copy of DD with enlistment details/documents shall be uploaded as packet1/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 The Tender form and conditions of contract and other necessary documents shall be available on eprocurement.gov.in/eprocure.gov.in 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 deposit at call receipt in favour of **GE (AF) BARODA** by a scheduled Bank or in receipted treasury challan the amount being credited to the revenue deposit of **GE (AF) BARODA (For exemption from EMD, refer Para 8 (C) (d) of Appx 'A' herein after)**.
 - 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.
 - 6.4 The **GE (AF) BARODA** 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 bonafied tender/bid was received and all documents were returned.
 - 6.5 The **GE (AF) BARODA** 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.

NOTICE INVITING TENDER (NIT) (CONTD...)

- 6.6 Copies of the drawing and other document pertaining to the work signed for the purpose of identification by the Accepting office or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer/bidder at the office of Accepting Officer and concerned **GE (AF) BARODA** during working Hours.
7. The tenders/bidders are advised to visit the site of work by making prior appointment with GE/GE(I) who is also Executing Agency of the work (See Appendix 'A'). The tenderers/bidders are deemed to have full knowledge of all relevant documents, samples, etc. whether they have inspected them or not.
8. An 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 the Condition of Contract and has made himself aware of the scope and specification 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 condition and other factors having bearing on the execution of the work.
10. Tenderers/bidders must be in possession of a copy of MES Standard Schedule of Rates (see Appendix 'A') including amendments and errata thereto.
11. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any application/bidder, even of enlistment contractor 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 reasons thereof through the www.defproc.gov.in website. The applicant contractor/bidder if he so desires may appeal to the next higher Engineer authority viz. Chief Engineer South Western Command on email id **sswceengrjl-mes@nic.in** with copy to the Accepting Officer on email before the schedule 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. Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/other firm except sons/daughters of proprietor/partner/Director and firm's own employees Director, project Manager. In such exceptional cases **Special Power of Attorney** to Son(s)/daughter(s) of Proprietor/Partner/Director of the firm can be allowed if the Accepting Officer is satisfied with the credentials and qualifications of such a person, provided the concerned Proprietor/Partner/Director shall have **to mandatorily visit and review the work with Garrison Engineer on monthly basis**. Such Son(s)/daughter(s) shall not be of Proprietor/Partner/Director of any other Construction Agency. **Such power of attorney shall be given to the Accepting officer before placing of work order.**
13. The Accepting Officer reserves his right to accept a tender submitted by a public sector undertaking giving a price preference over other tender 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.
14. Accepting Officer does not bind himself to accept the lowest or any tender or to give any reason for not doing so.
15. This **Notice Inviting Tender (NIT)** including Appendix 'A' shall form part of the contract.

Signature of contractor

Jt Dir (Contracts)
For Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) e-TENDER

1. Name of Work : **PROVISION OF SOLAR POWER PLANT AT AF STATION BARODA**
2. Estimated Cost : **₹. 270.00 Lakhs**
3. Period of completion : **Phase-I : 06 Month, Phase-II : 05 Years
(Total 05 years & 06 months)**
4. Cost of tender documents : **₹ 1000/-** in the shape of DD/Bankers Cheque from any Nationalized / Scheduled Bank in favour of **GE (AF) BARODA** and payable at **BARODA** to be submitted offline.
5. Website /portal address : www.defproc.gov.in and www.mes.gov.in
6. Type of Contract : The tender shall be based on lump sum (IAFW-2159), drawings and specifications and IAFW-2249 (1989 Print) with Schedule 'A' Parts prepriced by MES. The tenderes shall calculate their own details based on drawings and specifications and quote their lump sum amounts for prepriced parts of Schedule 'A'. For other schedules which are not prepriced shall be priced by the tenderer.
7. **Information & Details**
 - (a) **Bid submission start date**
 - (b) **Last date of bid submission**
 - (c) **Date of bid opening**

} Refer critical dates on the website
8. **Eligibility Criteria**
 - A **For MES Enlisted Contractors Class in MES Category of enlistment**
 - (i) Contractors enlisted with MES in **Class 'B'** and above shall be considered eligible.
 - (ii) Firm should have MOU with Solar Power Firms of rating 1A/ 1B/ 1C/ 2A/ 2B/ 2C given by CRISIL/ CARE/ FITCH/ ICRA/ SMERA/ BRICK WORK Ratings India Pvt Ltd and having experience as given at C (i) below.
 - (iii) They should not have any adverse remark in work load return of competent Engineer authority.

Note:- Enlisted contractors who are either MNRE approved channel partners themselves fulfilling the criteria laid down here-in-below or meeting the criteria laid down for un-enlisted contractors shall also be considered eligible.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) e-TENDER (CONTD---)**(B) For Un-enlisted Contractors.**

(i) Contractors meeting the criteria of annual turnover, financial criteria, solvency, working capital, criteria of class of Class of contractor in MES

(ii) Contractor should have MoU with solar power firm of rating 1A/ 1B/ 1C/ 2A/ 2B/ 2C given by CRISIL/ CARE/ FITCH/ ICRA/ SMERA/ BRICK WORK Ratings India Pvt Ltd and having experience as given at 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) These firms shall also submit copy of Police verification from police authority of the area where the registered office of the firm is located/ notarised copy of valid passport of proprietor/each partner/each Director.

(iv) No recovery outstanding in Government Department.

(v) They should not have any adverse remark in work load return of competent Engineer authority.

Note:- Meeting Engineering establishment criteria of **Class 'B'** contractor of MES is not required at the time of submission of bid. However, it is essential at the time of execution.

(C) For all Contractors.

(i) Experience of 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 specified in NIT.

“OR”

(b) Two work of capacity \geq 50% of capacity of plant specified in NIT.

“OR”

(c) Three work of capacity \geq 40% of capacity of plant specified in NIT.

Note:- Experience includes designing, installation, testing and commissioning of Solar Power PV plant.

(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/ other firm except **sons/ daughters** of proprietor/ partner/ Director and firm's own employees Director, project Manager. This shall be not subject to certain condition which will be prescribed in the NOT forming part of the tender documents. **Joint venture shall be permitted. In this regard please refer Appx 'D' to NIT and annexure-I to NIT.**

(iii) **The bidder(s) shall upload scanned copy of Integrity Pact (IP) (as per Appx 'B' to NIT) duly signed on each page as part of of T-bids. Bids of all bidder who failed to upload signed copy of IP along with T-bids, shall be rejected.**

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) e-TENDER (CONTD---)

- (iv) L1 bidder shall deposit **performance security** in favour of Accepting Officer for an amount equivalent to **3% of the lump sum / contract sum** within 28 days of receipt of Acceptance letter in the form of a Bank Guarantee issued by Nationalized / Indian Scheduled Bank in the prescribed form/ Government securities, FDR or any other Government instruments stipulated by the Accepting Officer. **Work Order No. 01 shall be placed only after submission of Performance Security.** Failure of the successful contractor to comply the above requirement shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderer shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury. The period of validity of BGB shall be upto 5 years after the completion of Phase-I i.e. upto & including complete manning & operation/ comprehensive maintenance period. In case of extension of time / extended date of completion, the validity of BGB shall be got extended such to cover enlarged period required payment of Final Bill.
- (v) In a tender, the eligible solar power firms can either bid as direct participant/ bidder or under MoU with MES enlisted/ un-enlisted contractor, but cannot bid simultaneously for the same tender as direct participant/ bidder as also under MoU with MES enlisted/ un-enlisted contractor.
- (vi) MoU will be permitted between only one eligible solar power firm and one MES enlisted/ un-enlisted contractor.
- (vii) In case any violation of condition at 8 (C) (v) & (vi) above is noticed, all such bids shall be treated as invalid.

9.	Tender issuing and accepting officer	CE(AF) GANDHINAGAR
10.	Executing agency	GE (AF) BARODA
11.	Earnest Money	₹ 3,45,000/- in favour of GE (AF) BARODA

(i) All bidders shall be exempted from submission of EMD except those who are ineligible from such exemption vide Para (ii) below. All bidders covered under para 2 below shall submit Earned Money Deposit as detailed in Notice of Tender in one of the form of deposit at call receipt in favour of **GE** by a scheduled Bank or in receipted treasury challan the amount being credited to the revenue deposit of **GE**".

(ii) All bidders shall be required to sign and submit the Bid Securing Declaration (proforma enclosed herein after) alongwith tender documents. **Any bidder not submitting declaration mentioned above shall not be exempted for submission of EMD.**

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) e-TENDER (CONTD---)**Notes :-**

(a) The contractors enlisted **upto one class below** the eligible class may also apply/bid. Application / bids from **one class below** eligible class application may be considered in the event of inadequate response/bid from the applicants of eligible class subject to fulfillment of other eligibility criteria given in NIT. Application from two class below eligible class applicants may also be considered in the event of inadequate of response from the applicant of eligible class (07 applicants) and one class below eligible class.

(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) Tenderers/bidders 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, 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 motive 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 dates, finance bids will not be opened. Name of such contractor 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) where 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).

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

(d) In case any deficiency is noticed, in the documents required to be uploaded by the tenderers as per NIT, after opening of cover 1 (T bid) and during technical evaluation, a communication in the form of e-mail/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.

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

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

(ii) In case of one/two class below eligible class contractors are selected for issue of tender : 6 to 7 times.

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

(e) Contractor 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) The tenderer shall upload the documents in support of the possession of provident fund account No. from EPFO which is mandatory. The tenderer who is not in possession of the PF Account No. shall be disqualified in T-bid evaluation and financial bid of firm shall not be opened.

(v) The bidder(s) shall be uplodged the scanned copy of integrity pact (IP) (as per Appx'B' to NIT) duly signed on each page as part of of T-bids failing which the bids shall be rejected.

(vi) Scanned copy of GST (Goods and Service Tax) registration no of the firm.

(vii) In case of one class below contractor quoted then submit scanned copy of work experience alongwith details of works carried out and in hand for last 05 years, Annual turnover certificate, Solvency certificate and working Capital for their selection for issue of tender as per Note (b) above.

Hard copies of these documents shall be submitted within **05 days** of the last date & time of opening of 'T' Bid.

(f) Contractors not enlisted with MES will be required to upload necessary document 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 of MES Manual on contracts 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/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.

(ii) Solvency certificate and working capital certificate issued by Nationalized /Scheduled bank.

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

ANNEXURE 3 A – IV

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)Contd...Note (f)/-

- (iv) 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.
- (v) Scanned copy of DD of cost of tender and earnest money.
- (vi) **The tenderer shall upload the documents in support of the possession of provident fund account No. from EPFO which is mandatory. The tenderer who is not in possession of the PF Account No. shall be disqualified in T-bid evaluation and his financial bid shall not be opened.**
- (vii) The bidder(s) shall be uplod the scanned copy of integrity pact (IP) (as per Appx'B' to NIT) duly signed on each page as part of of T-bids.
- (viii) **The tenderer shall upload their 'GST (Goods and Services tax) Registration Number' alongwith 'T' bid.**
- (ix) Bid Securing declaration.
- (x) **Bidder fails to submit the required documents as per eligibility criteria, the bidder shall be rejected in Technical Evaluation.**
- (g) 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 court of IAFW-2249 shall be applicable.
- (h) In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineer Authority i.e. Chief Engineer South Western Command Jaipur on email sswceengrjl-mes@nic.in with copy to the Accepting Officer on email dircontcezafg2-mes@nic.in against rejection, whose decision shall be final and binding. However contractor/ bidder shall not be entitled to any compensation whatsoever for rejection of technical/ prequalification bid.
- (j) Accepting officer has all right to open or reject the bid of the defaulter contractor when it comes to the notice through enlisting authority/police report and alike in the event of any judicial matter it will be dealt in the jurisdiction under CE (AF) Gandhinagar, Gujarat state.

Signature of contractor

Jt Dir (Contracts)
For Accepting Officer

File No : 89348/E8

Chief Engineer (Air Force)
Lekhawada Patia, Chiloda
PO CRPF Campus,
Gandhinagar - 382042

APPENDIX 'A' TO NOTICE OF TENDER (NIT) e-TENDER (CONTD---)12. **Critical Dates (Refer Para 7 of NIT) :-**

Ser No	Description	Date	Time	Remarks
(a)	Publishing Date	30 Jun 2021	1800 Hrs	
(b)	Documents Download	Start 01 Jul 2021	1830 Hrs	
(c)	Seeking Clarification	Start 04 Jul 2021 End 06 Jul 2021	0900 Hrs 1800 Hrs	
(d)	Bid Submission	Start 08 Jul 2021 End 13 Jul 2021	1800 Hrs 1800 Hrs	
(e)	Opening of technical Bid (Cover 1)	13 Jul 2021	1800 Hrs	
(f)	Opening of Price Bid (Cover 2) of only Eligible Technically Qualified Bidders.	To be intimated later on/or after Evaluating the Technical Bid.		

Signature of contractor

Jt Dir (Contracts)
For Accepting Officer

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER**INTEGRITY PACT****General**

1. Whereas the President of India, represented by Chief Engineer (AF) Gandhinagar, Lekawada Patia, Chiloda, Gandhinagar hereinafter referred to as Principal / Owner and the first part, has floated the Tender (NIT No) and intends to award , under laid down organizational procedure, contract for **PROVISION OF SOLAR POWER PLANT AT AF STATION BARODA** (Name of work) hereinafter referred to as works / Services and M/s.....
 Represented by, (which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Contractor and the second part is willing to carryout the works / services.

2. Whereas the Bidder is a Proprietorship Concern / Partnership Firm / Limited Liability 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 (AF) Gandhinagar, Lekawada Patia, Chiloda, Gandhinagar performing its functions on behalf of the President of India.

3. **Objectives**

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.

4. **Commitments of the Principal / Owner**

The Principal / Owner commit 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.

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER(Contd---)

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.

6. **Commitments of Bidders.**

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, favor any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of the Principal / Owner, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 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 for bearing 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 for bearing 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.

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER(Contd---)**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.

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 therefore. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal/ Owner shall be deducted from any amount held with the Department / any payment due.

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

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

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

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

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

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal / Owner, or alternatively if any close relative of an officer of the Principal / Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal / Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a 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.

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER(Contd---)**Para 9.1...Contd/-**

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

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

10. Independent External Monitors (IEMs)

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

SI No	Name of IEM	e-mail id
1	Maj Gen Arvind Walia, CE, SWC	ceengrjl-mes@nic.in

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

Name : Shri Bhavesh Kumar, Director (Contracts)
e-mail id : bhaveshk18-cgo@gov.in
Tele (Office) : 011-23019220
Mobile : 9530252088
Postal Address : Room no 172, Dte of Contract Management, Engineer-in-Chief's Branch, Kashmir House, Rajaji Marg, New Delhi – 110011

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.

*** Sub letting of works in MES is strictly not allowed.**

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

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER (Contd---)**11. Examination of Books of Accounts**

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

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Signing of Integrity Pact on behalf of Bidder

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

(ii) 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.

(iii) 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.

(iv) Private Limited / Limited Company - The Integrity Pact must be signed by a representative duly authorized by Board resolution.

(v) 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.

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER(Contd---)

INTEGRITY PACT

To

Sub-Tender ID No _____ for the work PROVISION OF SOLAR POWER PLANT AT AF STATION BARODA.

Dear Sir,

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

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

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

Yours faithfully

Jt Dir (Contracts)
For Chief Engineer (AF) Gandhinagar

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER(Contd---)

INTEGRITY PACT

To,

Chief Engineer (AF) Gandhinagar,
Lekawada Patia, Chiloda,
Gandhinagar-382042

Sub - Tender ID No _____

Submission of Tender for the work of : **PROVISION OF SOLAR POWER PLANT AT AF STATION BARODA.**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the Integrity Pact, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of the conditions of the NIT.

I/We confirm acceptance and compliance with the Integrity Pact in letter and spirit and further agree that execution of the said Integrity Pact shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MES. I/We acknowledge and accept the validity of the Integrity Pact, which shall be in line with Para 15 of the enclosed Integrity Pact.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Pact, while submitting the tender/bid, MES shall have unqualified, absolute and unfettered right to disqualify the tender/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorised signatory of the Bidder)

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER(Contd---)**BID SECURING DECLARATION**

Sub-Tender ID No _____ for the work **PROVISION OF SOLAR POWER PLANT AT AF STATION BARODA.**

'I/We hereby understand and accept that if I/We withdraw or modify my/our bids during the period of validity, or if I/We are awarded the contracts and on being called upon to submit the Performance Security/Security Deposit, fail to submit the Performance Security/Security Deposit before the deadline defined in the request for bid documents/Notice Inviting Tender, I/We shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit for a period of 6(six) months, from the date I/We are declared disqualified from exemption from submission of Earnest Money Deposit/Security Deposit, for all tenders issued by MES during this period”.

Yours faithfully,

(Duly authorised signatory of the Bidder)

APPENDIX 'C' TO NOTICE OF TENDER (NIT) e-TENDER**Para 1.4 of Section 1 of MES Manual on Contracts- 2020****1.4 Criteria for Fresh Enlistment & Upgradation**

(a) Criteria for Fresh Enlistment in various classes shall be as under :-

Class	Past Experience of Completed Works in Last 5 years & Average Annual Turn Over (in Rs)	Financial Soundness (in Rs.)
(1)	(2)	(3)
'SS'	(a) Two works costing not less than 12.00 Crore each or One work costing not less than 20.00 Crore and (b) Average annual turn over for two consecutive years shall not be less than 20 Crore	(a) Solvent upto 8.00 Crore or Financially sound for engagement upto 40.00 Crore. (b) Working capital not less than 75.00 Lakh
'S'	(a) Two works costing not less than 7.50 Crore each or One work costing not less than 12.00 Crore and (b) Average annual turn over for two consecutive years shall not be less than 12 Crore	(a) Solvent upto 4.00 Crore or Financially sound for engagement upto 15.00 Crore. (b) Working capital not less than 50.00 Lakh
'A'	(a) Two works costing not less than 4.00 Crore each or One work costing not less than 6.00 Crore and (b) Average annual turn over for two consecutive years shall not be less than 6.00 Crore	(a) Solvent upto 2.00 Crore or Financially sound for engagement upto 7.50 Crore. (b) Working capital not less than 30.00 Lakh
'B'	(a) Two works costing not less than 1.50 Crore each or One work costing not less than 2.50 Crore and (b) Average annual turn over for two consecutive years shall not be less than 300.00 Lakh	(a) Solvent upto 100.00 Lakh or Financially sound for engagement upto 3.00 Crore. (b) Working capital not less than 12.00 Lakh
'C'	(a) Two works costing not less than 50.00 Lakh each or One work costing not less than 80.00 Lakh and (b) Average annual turn over for two consecutive years shall not be less than 100.00 Lakh	(a) Solvent upto 40.00 Lakh or Financially sound for engagement upto 100.00 Lakh. (b) Working capital not less than 10.00 Lakh
'D'	(a) Two works costing not less than 25.00 Lakh each or One work costing not less than 40.00 Lakh and (b) Average annual turn over for two consecutive years shall not be less than 50.00 Lakh	(a) Solvent upto 20.00 Lakh or Financially sound for engagement upto 50.00 Lakh. (b) Working capital not less than 7.50 Lakh

APPENDIX 'C' TO NOTICE OF TENDER (NIT) e-TENDER (Contd---)

Class	Past Experience of Completed Works in Last 5 years & Average Annual Turn Over (in Rs)	Financial Soundness (in Rs.)
(1)	(2)	(3)
'E'	(a) Three works costing not less than Rs. 7.50 Lakh. or Two works costing not less than 10.00 Lakh each or One work costing not less than 20.00 Lakh and (b) Average annual turn over for two consecutive years shall not be less than 25.00 Lakh	(a) Solvent upto 10.00 Lakh or Financially sound for engagement upto 25.00 Lakh. (b) Working capital not less than 5.00 Lakh

(b) Criteria for upgradation in various classes shall be as under :-

Class	Past Experience of Completed Works in Last 5 years & Average Annual Turn Over (in Rs)	Financial Soundness (in Rs.)	Limit of minimum reserves (See Note 5 below)
(1)	(2)	(3)	(4)
'SS'	(a) Two works costing not less than 12.00 Crore each or One work costing not less than 20.00 Crore and (b) Average annual turn over for last two consecutive years shall not be less than 20 Crore.	(a) Solvent upto 8.00 Crore or Financially sound for engagement upto 40.00 Crore. (b) Working capital not less than 75.00 Lakh	Rs. 120.00 Lakh
'S'	(a) Two works costing not less than 7.50 Crore each or One work costing not less than 12.00 Crore and (b) Average annual turn over for last two consecutive years shall not be less than 12 Crore	(a) Solvent upto 4.00 Crore or Financially sound for engagement upto 15.00 Crore. (b) Working capital not less than 50.00 Lakh	Rs. 80.00 Lakh
'A'	(a) Two works costing not less than 4.00 Crore each or One work costing not less than 6.00 Crore and (b) Average annual turn over for last two consecutive years shall not be less than 6.00 Crore	(a) Solvent upto 2.00 Crore or Financially sound for engagement upto 7.50 Crore. (b) Working capital not less than 30.00 Lakh	Rs. 75.00 Lakh
'B'	(a) Two works costing not less than 1.50 Crore each or One work costing not less than 2.50 Crore and (b) Average annual turn over for last two consecutive years shall not be less than 300.00 Lakh	(a) Solvent upto 100.00 Lakh or Financially sound for engagement upto 3.00 Crore. (b) Working capital not less than 12.00 Lakh	Rs. 60.00 Lakh

APPENDIX 'C' TO NOTICE OF TENDER (NIT) e-TENDER (Contd---)

Class	Past Experience of Completed Works in Last 5 years & Average Annual Turn Over (in Rs)	Financial Soundness (in Rs.)	Limit of minimum reserves (See Note 5 below)
(1)	(2)	(3)	(4)
'C'	(a) Two works costing not less than 50.00 Lakh each or One work costing not less than 80.00 Lakh and (b) Average annual turn over for last two consecutive years shall not be less than 100.00 Lakh	(a) Solvent upto 40.00 Lakh or Financially sound for engagement upto 100.00 Lakh. (b) Working capital not less than 10.00 Lakh	Rs. 25.00 Lakh
'D'	(a) Two works costing not less than 25.00 Lakh each or One work costing not less than 40.00 Lakh and (b) Average annual turn over for last two consecutive years shall not be less than 50.00 Lakh	(a) Solvent upto 20.00 Lakh or Financially sound for engagement upto 50.00 Lakh. (b) Working capital not less than 7.50 Lakh	Rs. 12.50 Lakh

1.5 Documents required to be submitted by the contractor for enlistment in MES.

- (a) Application for enrolment as contractor on IAFW-2190 (Revised 2020). Coloured Photographs affixed on application shall be self-attested.
- (b) Affidavit for constitution of firm.
- (c) List of works executed during last five years (As per Appendix 1.2) including copies of Work Orders/ Work allotment letters, Copies of completion certificates and Form 16A/ TDS certificate for GST (GSTR-7A).
- (d) Annual turnover certificate duly supported with audited balance sheet. The turn over certificate must bear the UDIN (Unique Document Identification Number). The turn over certificate and audited balance sheet should be from same Chartered Accountant. In case balance sheets are not audited, Form 26 AS and / or Annual GST return shall be forwarded in support of turnover.
- (e) Audited balance sheet of last five years in case of Limited companies.
- (f) Solvency certificate from scheduled bank
- (g) Working Capital certificate from scheduled bank
- (h) Affidavit from contractor that there is no Government dues/ recovery outstanding against him. If there is any Government dues/ recovery outstanding from the contractor, enlistment/ upgradation shall not be carried out.
- (j) Affidavit from contractor giving brief details of arbitration/ litigation cases he was involved in. Registering Authority will critically examine such details and if contractor is considered habitual litigant, his enlistment/ upgradation shall not be carried out. Contractor shall be deemed to be a habitual litigant if he moves the court more than once ignoring arbitration clause and court does not uphold his view.
- (k) Two self-attested photographs of Proprietor/ Partners/ Directors of firm for verification of character and antecedents from the police authorities. Places where online police verification process is available, the contractor will carry out police verification of the Proprietor/ Partners/ Directors and submit the verification reports for cross verification by the Department. Alternatively the contractor may submit a copy of valid passport issued by Govt of India.

APPENDIX 'C' TO NOTICE OF TENDER (NIT) e-TENDER (Contd---)

- (l) Copy of partnership deed in case of partnership firm.
- (m) Memorandum and Articles of Association in case of Limited Companies.
- (n) Copy of Registration Certificate of firm with Registrar of Companies/ Register of Firms.
- (o) Affidavit that no near relative (s) of the contractor or his/ their employees/ agents is/ are working as Gazetted/ Commissioned Officer (s) is/ are working in such capacity in any formation upto Zonal CE/ CCE, he/ they shall furnish details. The contractor shall not be entitled to tender for the works in entire area of CE Zone/ CCE.
- (p) Affidavit that no near relative(s) of the contractor or his/ their employees/ agents is/ are working as Junior Engineer(s) in MES/ Corps of Engineers. If his near relative(s) is/ are working in such capacity in any formation upto CWE/ GE(I) office, the contractor shall furnish details. The contractor shall not be entitled to tender for the works in entire of that CWE/ GE(I).
- (q) Copy of power of attorney/ Resolution of the Board infavour of any Partner/ Director of the firm.
- (r) Copy of immediate last Income Tax Return.
- (s) A separate sheet containing specimen signatures (signed in black ink) and affixed with photographs of Proprietor/ Partners/ Directors (to be used as Appendix B of enlistment letter).
- (t) Self-attested copy of PAN Card of Proprietor, Partners, Directors and the firm/ Company.
- (u) Self-attested copies of GST registration, EPFO registration and ESIC registration certificates.

Notes :-

- (i) All the documents submitted by the contractor shall be signed by Proprietor/ all Partners/ all Directors unless specifically authorized to a Partner/ Director through POA or Resolution of the Board.
- (ii) Photocopies of documents shall be self-attested. Registering Authority shall ask production of original documents to verify the photocopies.
- (iii) All affidavits shall be given on non-judicial stamp paper of appropriate value duly signed by the contractor and attested by the Magistrate/ Notary public.
- (iv) Registering Authority shall cross-verify the genuineness of financial documents at Para (d) & (e) above from issuing Chartered Accountant (CA) and documents at Para (f) & (g) from the concerned Bank branch by referring in writing to them alongwith copy of above documents submitted by contractor. Registering Authority is also at liberty to verify the genuineness of all the documents from other reliable/ authentic sources.
- (v) All documents related to work experience and turnover (except Form 26 AS and portal-generated GST return) shall be got independently verified from the client/ issuing Authority. For documents in support of works experience, TDS certificate for IT/ Sales Tax/ VAT/ GST shall also be asked from applicant firms. Registering Authorities may seek clarifications from the Chartered Accountant in case of any doubt.
- (vi) Documents mentioned at Para 1.5(a) and 1.5 (s) shall not be applicable for the purpose of documents to be uploaded for bidding purpose by unenlisted firms.

APPENDIX 'D' TO NOTICE OF TENDER (NIT) e-TENDER (Contd---)**JOINT VENTURE****1. Joint Venture in MES Works**

- 1.1 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 'I'. 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.
- 1.2 **No JV shall be allowed to participate if either or both parties are from banned/adversely remarks in WLR of MES as debarred by any authority.**
- 1.3 (a) Foreign Companies shall not be permitted to participate in JV
- (b) 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. Tender of any such firm shall be deemed to be valid only after receipt of security clearance from MHA.
- 1.4 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.
- 1.5 JV as a single unit or each party of the JV shall have Permanent Account Number (PAN) and GSTIN. However if the contract is awarded to the JV, then PAN & GSTIN shall be obtained by the JV as a single unit.
- 1.6 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.
- 1.7 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.
- 1.8 Only 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.
- 1.9 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').
- 1.10 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 1.11 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 fo default in performance of contract etc - Administrative actions as per existing instructions.
- 1.12 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.

ANNEXURE '1' TO NOTICE OF TENDER (NIT) e-TENDER

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 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 (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.

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.

ANNEXURE 'I' TO NOTICE OF TENDER (NIT) e-TENDER (Cond.....)**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 fulfillment of its obligations under this Agreement.

ANNEXURE 'I' TO NOTICE OF TENDER (NIT) e-TENDER (Cond.....)**9. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of Defect 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.