

**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, is not a guarantee and is merely given as a rough guide and if the work cost more or less, a tenderer/ bidder will have 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 over site, which will be on or about two weeks after the date of Acceptance of tender.
4. Normally contractors whose names are on the MES approved list for the area in which the work lies, and within whose financial category the estimated amount would fall, may tender/bid but in case of term contracts, contractors of categories "SS" to "E" may tender/bid. In case, where the tender amount is in excess of the financial limit of the contractor and the Accepting officer decides to accept the tender/bid, in which event the tenderer/bidder would be required to lodge additional security deposit as notified by the Accepting Officer in terms of conditions of contract. Contractors whose names are on the MES approved list of any MES Formation and who have deposited standing security and have executed standing security bond may also tender/bid without depositing Earnest money along with the tender/bid and if the tender/bid submitted by such a tenderer/bidder is accepted, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1st RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. 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 dealings with one another be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders/ bids of both the parties liable for rejection.
5. The Office of HQ Chief Engineer Chennai Zone Chennai will be the Accepting Officer here in after referred to as such for 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 & time mentioned in NIT. A scanned copy of DD with enlistment details/documents shall be uploaded as packet 1/cover-1 ('T' bid) of the tender/bid on e-tendering portal. DD is refundable in case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government whatsoever on this account
- 6.1 Tender form and conditions of contract and other necessary documents shall be available on [defproc.gov.in](http://defproc.gov.in)/[eprocure.gov.in](http://eprocure.gov.in) site for download and shall form part of contract agreement in case the tender/bid is accepted.

Contd....

**MILITARY ENGINEER SERVICES**  
**NOTICE INVITING TENDER (NIT)**

6.2 In Case of contractor who has not executed the Standing Security Bond, the Cover-I shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of **Garrison Engineer (Utility) Secunderabad** by a scheduled Bank or in receipted treasury Challan the amount being credited to the revenue deposit of the **Garrison Engineer (Utility) Secunderabad**.

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 along with the tender; but if the Accepting officer accepts the tender/bid, the contractor will be required to lodge with the Controller of Defence Accounts concerned the amount of 'Individual security deposit' within thirty days of the receipt by him of notification of acceptance of his tender/bid, failing which this sum will be recovered from 1st RAR payment or from the first final bill. In the case of term/ running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor.

6.4 A contractor who has executed standing security Bond but not corresponding to the appropriate class as mentioned above, shall lodge with the Accepting Officer, Additional Security Deposit as notified by the Accepting Officer within thirty days of the receipt of his notification of acceptance of his tender/bid, failing which this sum will be recovered from the first RAR payment or from the first final bill. In the case of term/running contracts, remaining sum shall be recovered from subsequent bill(s) of the contractor. However, in case where any payment is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender/bid, the amount of additional security deposit shall be recovered from such payment.

6.5 The **Garrison Engineer (Utility) Secunderabad** will return the Earnest Money wherever applicable to all unsuccessful tenderers/bidders by endorsing an authority on the deposit-at-call receipt for its refund, on production by the tenderer, bidder a certificate of the Accepting Officer that a bonafide tender/bid was received and all documents were returned.

6.6 The **Garrison Engineer (Utility) Secunderabad** 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.

6.7 Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer/bidder at the office of Accepting Officer and **Garrison Engineer (Utility) Secunderabad** during working hours.

**MILITARY ENGINEER SERVICES**  
**NOTICE INVITING TENDER (NIT)**

7. The tenderers/bidders are advised to visit the site of work by making prior appointment with **Garrison Engineer (Utility) Secunderabad** who is the Executing Agency of the work (see appendix 'A'). The tenderers/bidders are deemed to have full knowledge of all relevant documents, samples, site, etc., whether they have inspected them or not.
8. Any tender bid which proposes any 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 Conditions 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 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
11. Invitation for e tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/ bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/ bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor/ bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the website [www.defproc.gov.in](http://www.defproc.gov.in). The applicant contractor/ bidder if he so desires may appeal to the next higher Engineer authority HQ ADG(P) Chennai on E-mail: [adgpchn-mes@nic.in](mailto:adgpchn-mes@nic.in) with copy to the Accepting Officer on email [cezchn2-mes@nic.in](mailto:cezchn2-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.
12. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking, giving a price preference over other Tender(s)/bids which may be lower, as are admissible under the Government Policy. No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/ bid is rejected.
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. This **Notice Inviting Tender (NIT)** including Appendix 'A' shall form part of the contract.

**MILITARY ENGINEER SERVICES**  
**NOTICE INVITING TENDER (NIT)**

**15. COVERAGE OF BLDG AND CONSTRUCTION WORKERS (BACW) IN THE SCHEME FRAMED UNDER EMPLOYEES PROVIDENT FUNDS & MISCELLANEOUS PROVISIONS (EPF & MP) ACT :**

15.1 Tenderer's attention is invited to employee's provident fund and miscellaneous provision Act 1952. As per this act, the contractor/authorised agents shall have provident fund code number. (Temporary/Permanent) The contractor who is not in possession of provident fund code number (Temporary/Permanent) shall be disqualified in 'T' bid evaluation and his financial bid shall not be opened. It is mandatory to upload copy of EPF registration certificate along with application for tender.

15.2 It is the responsibility of the contractor to ensure that all the workers engaged by him/them are having universal account number (UAN) duly allotted by the Provident fund dept and their contributions are properly credited into their account. A certificate to this effect shall be furnished by the contractor while claiming the Final Bill.

**16. Note :- “ 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 of jurisdiction of courts of IAFW-2249 shall be applicable”.**

Signature of contractor  
Date :

Jt Dir (Contracts)  
for Accepting Officer

**MILITARY ENGINEER SERVICES****APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)**

1.	Name of Work	<b>PROVISION OF 250KW SOLAR ENERGY POWER PROJECT AT CDM SECUNDERABAD</b>
2.	Estimated Cost	<b>Rs. 187.00 lakh</b> (At par market)
3.	Period of completion	<b>69 months as under :- Phase I - 09 months Phase II - 24 Months Phase III - 36 Months</b>
4.	Cost of tender documents	<b>Rs. 1,000/- (Rupees One thousand only) in the shape of DD/ Bankers cheque</b> from any Schedule Bank in favour of ' <b>Garrison Engineer (Utility) Secunderabad</b> ' payable at <b>Secunderabad</b> . ( <u>Note</u> : In case of retendering, the contractor who had quoted in the previous call is not required to submit the cost of tender.)
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 contract	The tender shall be based on Item Rates and specifications, IAFW-1779A (Revised 1955) & General Condition of Contracts IAFW-2249 with Schedule 'A'/ BOQ (list of items of works) to be quoted by Contractor.
7.	Timeline Details : (a) Bid submission start date  (b) Bid submission end date  (c) Date of Bid opening	Refer critical dates as per web portal
8.	Eligibility Criteria	
	(A) For MES enlisted contractors	(i) Contractors should be enlisted with MES in Class ' <b>B</b> ' and above  (ii) The contractor should either himself be Solar Power Firm having experience criteria as given at C (i) & (ii) below or should have MoU with Solar Power firms having experience criteria as given at (C ) (i) & (ii) below.  (iii) They should not have any adverse remarks in work load return of competent engineer authority.

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

8	(B) For contractors not enlisted with MES but with MOU	<p>(i) The contractor not enlisted with MES should meet the enlistment criteria of class 'B' contractor with regard to satisfactory completion of requisite value of similar works with Central/ State Government/ Central/ State PSUs/ AWHO/ ASNHB/ CGEWHO/ DGMAP, Annual turnover, Financial Criteria (Bank Solvency &amp; Working Capital) and other requirements as per details given in Para 1.4 &amp; 1.5 of Section 1 of MES Manual on Contracts 2020 as available in all MES formations as well as MES website (<a href="http://www.mes.gov.in">www.mes.gov.in</a>)</p> <p>(ii) The contractor should either himself be Solar Power Firm having experience criteria as given at C (i) &amp; (ii) below or should have MoU with Solar Power firms having experience criteria as given at (C ) (i) &amp; (ii) below.</p> <p>(iii) No recovery outstanding in Government Department.</p> <p>(iv) Not carrying adverse remarks in Work Load Report (WLR) or any other similar report circulated by any competent engineer authority.</p> <p>(v) Not suspended/ debarred/ blacklisted (either permanently or temporarily) from participating in any bid or for business dealings by any Central/ State Government Department or any Central/ State Government PSU or any Autonomous Body under Central/ State Government or any Local Body as on the bid submission end date.</p>
---	--	--

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

8.	(C) For enlisted/un-enlisted contractors/ Solar Power Firms bidding directly	<p>In addition to eligibly criteria mentioned above for enlisted contractors at A (i) &amp; (iii) and for un-enlisted contractors at B(i), (iii) &amp; (iv), following criteria shall also be fulfilled :-</p> <p>(i) Experience of having successfully completed &amp; commissioned Solar Power Plants in MES/ any Central Gov't Departments/ State Gov't Departments/ Central or State PSU during last seven years ending last day of month previous to the one in which applications are invited, should be any of the following :-</p> <p>(a) One work of capacity not less than 200 KW capacity Solar Plant (or)</p> <p>(b) Two works of capacity not less than 125 KW capacity Solar Plant (or)</p> <p>(c) Three works of capacity not less than 100 KW capacity Solar Plant)</p> <p>(ii) Solar power firms should have rating 1A/ 1B/ 1C/ 2A/ 2B/ 2C given by CRISIL/ CARE/ FITCH/ ICRA/ SMERA/ Brick Work Ratings India Pvt Ltd.</p> <p>(iii) The 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, Director, Project Manager.</p>
9.	Tender issuing and Accepting Officer	<p><b>Chief Engineer Chennai Zone, Chennai</b> Island Grounds, Chennai – 600 009 Phone : 044- 29550132 E mail Id : cezchn2-mes@nic.in</p>
10.	Executing Agency	<p><b>Garrison Engineer (Utility) Secunderabad</b></p>
11.	Earnest Money	<p><b>Rs. 2,62,000/- in favour of 'Garrison Engineer (Utility) Secunderabad' payable at Secunderabad in the form of Deposit at call receipt. FDR is not acceptable.</b> <b>Note : All bidders shall be exempted from submission of EMD in all tenders except those who are ineligible from such exemption are to deposit EMD.</b></p>

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

- Notes :** (a) The eligible solar power firms can either bid as direct participant/ bidder or under MoU with MES enlisted/ unenlisted contractors, but can not bid simultaneously for the same tender as direct participant/ bidder as also under MoU with MES enlisted/ unenlisted contractors.
- (a) MoU will be permitted between one solar power firm and one MES enlisted/ unenlisted contractor, bidding for the same tender.
- (b) In case any violation of condition at (a) and (b) above is noticed, all such bids shall be treated as invalid.

**GENERAL NOTES :**

1. After opening of Cover-1, if the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT are less than 07 (Seven), applications in respect of contractors one class below the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore MES Contractors two class below may also bid for this tender. However, contractors of one/ two classes below the eligible class shall not be considered in case their present residual work in hand is more than five times of their present tendering limit. Such bidders shall upload in their Cover-1 bid details of works in hand showing name of work, names of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.
2. In case after opening of Cover-1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT, are 7 (Seven) or more, applications of only those one/ two class below the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed works (individual work experience and/or average annual turnover as applicable) and financial soundness (solvency/ financial soundness and working capital) as per details given in Manual on Contracts. Therefore, such contractors of one/ two class below the eligible class may upload the requisite information/ documents in the Cover -1.
3. Unenlisted contractor shall be considered provided he meets the criteria. Foreign firms shall not be eligible for this tender. However Indian Firms having foreign national/ Indian nationals staying abroad / Indian national having taken foreign citizenship, as director(s) shall be considered subject to security clearance from the concerned authorities.



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

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

- (a) Application for tender on Firm's letterhead
- (b) Enlistment letter issued by the Registering Authority duly renewed for the cycle period in vogue
- (c) Scanned copy of DD /Bankers Cheque toward cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
- (d) Scanned copy of GST Registration Number
- (e) Integrity pact duly signed by the contractor
- (f) Bid security declaration duly signed by the contractor
- (g) Documents in support of Prequalification Criteria for Solar Work
- (h) Any other document required as described in this Appendix.

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

- (a) Application for tender on Firm's letterhead.
- (b) Scanned copy of DD/ Bankers Cheque toward cost of tender and Earnest Money Deposit (EMD) instrument.
- (c) Copy of Police verification report from the police authority of the area where the registered office of the firm is located/notarized copy of valid passport of Proprietor/each Partner/each Director.
- (d) All documents required for enlistment in MES for the class mentioned above and as per Para 1.5 of Section 1 of MES Manual on Contracts 2020.
- (e) Details of works being executed in MES, if any.
- (f) Scanned copy of GST Registration Number
- (g) Integrity pact duly signed by the contractor
- (h) Bid security declaration duly signed by the contractor
- (j) Documents in support of Prequalification Criteria for Solar Work
- (k) Any other document required as described in this Appendix.

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

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

7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) or Bid Security Declaration (as applicable) reach the office of Accepting Officer within 07 (Seven) days of bid submission end date failing which following action shall be taken.

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

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

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

8. Contractor will not be allowed to execute the work by subletting or through power of attorney to a third party/another firm on his behalf. However a contractor can execute the work through power of attorney to sons/daughters/spouse of proprietor/partner/ director and firm's own employees, director, project manager **provided they are not having a separate enlisted firm in MES in their name as Proprietor/ Partner/ Director.**

9. After opening of Cover 1 and during its technical evaluation, in case any deficiency is noticed in the documents required to be uploaded by the tenderers as per NIT, a communication in the form of e-mail/SMS/Speed Post, etc., shall be sent to the contractor to rectify the deficiency within a period of seven days from date of communication failing which their financial bid (Cover 2) shall not be opened and contractor shall not have any claim on the same.

10. Invitation for e-tender does not constitute any guarantee for validation of Technical bid and subsequent opening of financial bid of any applicant/bidder merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the Technical bid and not to open the financial bid of any applicant/bidder. Technical bid validation shall be decided by the Accepting Officer based on eligibility of the firm as per criteria given in this Appendix. Tenderer/bidder will be informed regarding non-validation of his Technical bid assigning reasons therefore through tender evaluation report which shall be uploaded on the website. Such tenderer if desires, may appeal to the NHEA HQ ADG (P) Chennai on E-mail: [adgpchn-mes@nic.in](mailto:adgpchn-mes@nic.in) with copy to the Accepting Officer on email [cezchn2-mes@nic.in](mailto:cezchn2-mes@nic.in) before the scheduled date of opening of Cover 2. NHEA shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the NHEA shall be final and binding. The tenderer/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

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

11. In case an unenlisted contractor is already executing works in MES, he shall not be considered eligible for the subject tender if the total value of such works is more than twice the tendering limit of the MES Class of contractor for which it is eligible. For this purpose, details of the works being executed by such a contractor shall be uploaded in the Cover-1 of the bid and shall be checked /verified by the Accepting Officer.

12. In case the BOQ is revised through the corrigendum and the bidder has failed to quote on revised BOQ (ie he has quoted on pre revised BOQ), such bid shall be treated as willful negligence by the bidder and his quotation shall be considered non-bonafide. In such cases the lowest tender shall be determined amongst the valid/ bonafide bids only. Accepting Officer may decide whether to re-tender or consider the lowest bonafide tender for acceptance.

13. Revoking the offer or revising the rates upward and offering voluntary reduction by the lowest tenderer, after opening of Cover 1 shall be considered as a willful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of an unenlisted tenderer, Earnest Money deposited by him shall be forfeited. In case of MES enlisted tenderer having deposited the Standing Security Bond, an amount equal to the earnest money stipulated in the NIT, shall be notified to the tenderer for depositing through MRO and consideration of such tenderer in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary/administrative action shall be taken against such tenderers. In such a situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting tenderer and his related firm if any, shall not be eligible for this tender in second call or subsequent calls.

14. Tender to related firms shall not be issued simultaneously. Firms shall be treated as related if Proprietor/one or more Partners/Directors are common. Decision of Accepting Officer on issue/deny the tender to any one of the related firms shall be final and binding.

15. The contractor, before releasing the work order after finalization/ acceptance of the tender, it shall be ensured that the contractors shall submit the provident fund code Number to GE and shall also to be ensure the compliance of the EPF & MP Act by the sub-contractors/ nominated agency if any engaged by the contractors for the said work.

16. **Jurisdiction of Court upto Acceptance** : “ 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 of jurisdiction of courts of IAFW-2249 shall be applicable”.

17. Scanned copy of Integrity Pact (IP) (as given in Appx. 'B' of NIT) duly signed on each page by the bidder(s) shall be uploaded as a part of Tech Bid (Cover 1) and original IP duly signed on each page shall be forwarded by post alongwith the demand draft.

**APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) CONTD...****18. JOINT VENTURE IN MES WORKS :**

18.1 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 II to Appendix 'A'**. The JV shall be considered as unenlisted contractor. The JV shall submit Earnest Money Deposit and Performance Security Deposit as per instructions and as applicable, if contract is awarded.

18.2 No JV shall be allowed to participate if either or both the parties are banned/ adversely remarked in Work Load Return of MES or debarred from tendering by any authority.

- (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 processed as brought out in Para 1.1(g) here in before.
- (c) Case for security clearance shall be processed to E-in-C's Branch on PRIORITY after opening 'T' bid (Cover-1).

18.3 A valid agreement shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party alongwith nomination of leader (Lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.

18.4 JV as a single unit or each party of the JV shall have Permanent Account Number (PAN) and GSTIN. However, if the contract is awarded to the JV, then PAN and GSTIN shall be obtained by the JV as a single unit.

18.5 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.

18.6 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.

18.7 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.)

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

18.8 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 JV 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. In case any partner of JV happens to be the enlisted contractor of MES, disciplinary action shall also be initiated against the partner as per instructions.

18.9 Party/ parties to the JV 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').

18.10 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.

18.11 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 towards cost of tender, EMD - Barring from bidding for six months.

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

18.12 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.

Signature of Contractor

(DK Jha)  
EE (QS & C) (SG)  
Jt Dir (Contracts)  
For Accepting Officer

89056/ 04 / E8

18 Mar 2022

Tele : 044- 29550132

Fax : 044 - 25361210

Email : [cezhn2-mes@nic.in](mailto:cezhn2-mes@nic.in)

Chief Engineer  
Chennai Zone  
Island Grounds  
Chennai – 600 009

Contd....

**Annexure-1 to Appendix 'A' to Notice Inviting Tender**  
**Para 1.4 & 1.5 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:-

<b>Class</b>	<b>Past Experience of Completed Works in Last 5 years</b>	<b>Financial Soundness</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
'SS'	(a) Two works costing not less than Rs.12.00 crore each. or One work costing not less than Rs.20 crore. and (b) Average annual turnover for last two consecutive years shall not be less than Rs.20 crore	a) Solvent upto Rs.8.00 crore or Financially sound for engagement upto Rs.40.00 crore.  (b) Working capital not less than Rs.75.00 lakh
'S'	(a) Two works costing not less than Rs.7.50 crore each or One work costing not less than Rs.12 crore and (b) Average annual turnover for two consecutive years shall not be less than Rs.12 Crore	(a) Solvent upto Rs.4.00 crore or Financially sound for engagement upto Rs.15.00 crore  (b) Working capital not less than Rs.50.00 lakh
'A'	(a) Two works costing not less than Rs.4.00 crore each. or One work costing not less than Rs.6.00 crore. and (b) Average annual turnover for last two consecutive years shall not be less than Rs.6.00 crore	(a) Solvent upto Rs.2.00 crore or Financially sound for engagement up to Rs 7.50 crore.  (b) Working capital not less than Rs.30.00 lakh
'B'	(a) Two works costing not less than Rs.1.50 crore each. or One work costing not less than Rs.2.50 crore. and (b) Average annual turnover for last two consecutive years shall not be less than Rs.300.00 lakh.	a) Solvent up to Rs.100.00 lakh or Financially sound for engagement upto Rs.3.00 crore.  (b) Working capital not less than Rs.12.00 lakh

**Annexure-1 to Appendix 'A' to Notice Inviting Tender (Contd...)**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
'C'	(a) Two works costing not less than Rs.50.00lakheach or One work costing not less than Rs.80.00 lakh. and (b) Average annual turn over for two consecutive years shall not be less than Rs.100.00 lakh.	(a) Solvent upto Rs.40.00 lakh or Financially sound for engagement up to Rs.100.00lakh  (b)Working capital not less than Rs.10.00lakh
'D'	(a) Two works costing not less than Rs.25.00 lakh each. or One work costing not less than 40.00 lakh. and (b) Average annual turnover for last two consecutive years shall not be less than Rs.50.00 lakh.	(a) Solvent upto Rs.20.00 lakh or Financially sound for engagement Up to Rs.50.00 lakh.  (b) Working capital not less than Rs.7.50 Lakh
'E'	(a) Three works costing not less than Rs.7.5 lakh. or Two work costing not less than Rs.10.00 lakh each or One work costing not less than Rs.20.00 lakh. and (b)Average annual turnover for last two consecutive years shall not be less than Rs.25.00 lakh.	(a) Solvent upto Rs.10.00 lakh or Financially sound for engagement upto Rs.25.00lakh.  (b)Working CapitalRs.5.00 lakh

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

<b>Class</b>	<b>Past experience of completed works in last 5years</b>	<b>Financial soundness</b>	<b>Limit of minimum reserves</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
'SS'		(a) Solvent up to Rs.8.00 crore or Financially sound for engagement up to Rs.40.00 crore  (b) Working capital not less than Rs.75.00 lakh	Rs.120.00 lakh

Contd....

**Annexure-1 to Appendix 'A' to Notice Inviting Tender (Contd...)**

(1)	(2)	(3)	(4)
'S'	(a) Two works costing not less than Rs.7.50 crore each or One work costing not less than Rs.12.00 crore and (b) Average annual turnover for last two consecutive years shall not be less than Rs.12.00 crore.	(a) Solvent up to Rs.4.00 crore or Financially sound for engagement up to Rs.15.00 crore (b) Working capital not less than Rs.50.00 lakh	Rs.80.00 lakh
'A'	(a) Two works costing not less than Rs.4.00crore each or One work costing not less than Rs.6.00 crore and (b) Average annual turnover for last two consecutive years shall not be less than Rs.6.00 crore.	(a) Solvent up to Rs.2.00 crore or Financially sound for engagement up to Rs.7.50 crore (b) Working capital not less than Rs.30.00 lakh	Rs.75.00 lakh
'B'	(a) Two works costing not less than Rs.1.50crore each or One work costing not less than Rs.2.50 crore or (b) Average annual turnover for last two consecutive years shall not be less than Rs.300.00 Lakh.	(a) Solvent up to Rs.100.00Lakh or Financially sound for engagement up to Rs.3.00crore (b) Working capital not less than Rs.12.00 lakh	Rs.60.00 lakh
'C'	(a) Two works costing not less than Rs.50.00 Lakh each or One work costing not less than Rs.80.00Lakh or (b) Average annual turnover for last two consecutive years shall not be less than Rs.100.00 Lakh.	(a) Solvent up to Rs.40.00Lakh or Financially sound for engagement up to Rs.100.00 Lakh (b) Working capital not less than Rs.10.00 lakh	Rs.25.00 lakh
'D'	(a) Two works costing not less than Rs.25.00 Lakh each or One work costing not less than Rs.40.00Lakh or (b) Average annual turnover for last two consecutive years shall not be less than Rs.50.00 Lakh.	(a) Solvent up to Rs.20.00Lakh or Financially sound for engagement up to Rs.50.00 Lakh (b) Working capital not less than Rs.7.50 lakh	Rs.12.50 lakh

Contd....



**Annexure-1 to Appendix 'A' to Notice Inviting Tender (Contd...)****Notes:-**

1. Authority competent to enlist shall be called Registering Authority.
2. The categories for enlistment shall be decided on the basis of nature of works executed by Contractor. Contractors who have experience of executing of Prefab/Pre Engineered Structures and fulfill other criteria, shall also be eligible for enlistment in category a(i). At the time of renewal, contractors already enlisted in Cat (a) (i) Building & Roads, shall be enlisted in Cat (a) (i) Building works & (a) (v) Roads. In case of E class contractors, Registering Authority shall issue suitable amendments to enlistment letters in respect of separate categories for buildings works ie a(i) and roads i.e. atv) without any application from contractor.
3. For enlistment/ upgradation/ renewal/reclassification, etc., in category (b) Electrical Engineering Works (i) to (iii), a declaration/undertaking shall be obtained from the applicant contractor in affidavit form whereby the contractor shall undertake to either obtain valid Electrical License of required class in its name or engage an agency having valid Electrical License of required class through MoU (Memorandum of Understanding) for execution of all electrical works as well as works under category (c) [including its sub categories (i) to (vii)] and the category (d)(v) to the extent Rule 29 under Part III of Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2010 is applicable either in full or part of the scope of work of contract awarded to him and that all such electrical works shall be executed by him through such agency only (either self or other agency) having valid Electrical License of required class from State/Union Territory Authorities where works are to be executed.
4. Working capital with the Contractor shall be judged from balance sheet/bank's certificate as per Appendix 1.3/ bank statement for last 6 month/overdraft or cash credit facility from bank/ fixed deposit receipts with banks.
5. The requirements of minimum reserves are applicable for enlistment related process of existing contractors i.e. Change in constitution/ Renewal/ Reclassification (Revision in Monetary Limit), etc., if they have contracts in hand not having Performance Security provisions, till their contracts are completed and their Final Bills do not become MINUS. For this, these contractors will submit affidavit on non-judicial stamp paper of appropriate value (minimum value Rs. 100) declaring that all their contracts without Performance Security provisions are completed and the Final Bills are not MINUS. Immovable/movable property (minimum reserve) shall be exclusively in the name of Contractor and not in the name of family members/relatives/others. In case of Limited companies, immovable/ movable property (considered for minimum reserve) shall be exclusively in the name of Company and should be reflected in the Balance Sheet of the Company.
6. "Last two consecutive years" shall mean immediate last two consecutive financial years reckoned from the date of application for upgradation. Two consecutive years for the purpose of fresh enlistment shall mean any of the two consecutive financial years in last Five Financial Years preceding the date of application for enlistment. For documents in support of works experience, TOS certificate for IT/Sales Tax NAT/GST shall also be asked from applicant firms. All documents related to works experience and turnover (except Form 26 AS and portal generated GST return) shall be got independently verified from the client/issuing authority. Registering Authority may seek clarification from the Chartered Accountant in case of any doubt. Annual turnover to be considered for enlistment purpose shall mean the turnover from all businesses carried out by the applicant firm in relation to construction work related to categories of works for which the enlistment is being sought. It may be total turnover as shown in the audited balance sheet or part thereof. Necessary clarification shall be obtained from the Chartered Accountant whose audited balance sheet is submitted by the applicant firm in case considered necessary by the Registering Authority.

Contd....

**Annexure-1 to Appendix 'A' to Notice Inviting Tender (Contd...)**

7. Upgradation of enlisted contractor shall be done gradually in stages. Before a contractor is considered for upgradation, he should have worked at least for two years in the present tendering limit and should meet the criteria laid down. Normally upgradation will be done only to one next higher class at a time. However, if performance of any particular contractor is of very high order and Registering Authority considers upgradation of such contractor by more than one class justified, the same shall be done only with prior approval of E-in-C's Branch. Following considerations shall be applied to ascertain whether the performance of contractor is of very high order or otherwise:

(a) Contractor has completed works, value of which is more than 1.25 times the requirement in which the upgradation is being considered.

(b) Average Annual Turnover of the contractor is more than 1.25 times the requirement in which the upgradation is being considered.

**Example :** For a contractor enlisted in class 'C' having tendering limit of 100 lakh, proposed to be upgraded to class 'A' having tendering limit of 7.50 crore, minimum value of works completed and turn over shall be as under:

(i) Two works completed costing not less than 5.00 crore each (1.25 x 4.00)  
or  
One work costing not less than 7.50 crore (1.25 x 6.00)

(ii) Average annual turnover 7.5 crore (1.25 x 6.00)

(c) Average marks secured in Performance Reports (Stage-II) for the works completed in last five years shall not be less than 70%. Where report for any work is not available, it will be deemed to contain only 60% average marks.

8. Contractors of 'A' class and above only shall be eligible for enlistment in categories (a) (iii) Runways and Pavements and (a)(iv) Marine and Harbour Works subject to prior approval of E-in-C.

9. The criteria laid down above for enlistment/ upgradation may be relaxed in the case of contractors whose performance has been found to be of a very high order. Such relaxation may, however be given only with the prior approval of E-in-C's Branch.

10. **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 16 AITDS certificate for GST (GSTR-7A).

**Annexure-1 to Appendix 'A' to Notice Inviting Tender (Contd...)**

- (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 lor 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 as per specimen given in Appendix-1.3
- (g) Working Capital certificate from scheduled bank as per specimen given in Appendix-1.3.
- (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.
- (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.
- (p) Affidavit that no near relative(s) of the contractor or his/their employees/ agents is/ are working as Gazetted/ Commissioned Officer(s) in MES/ Corps of Engineers/Ministry of Defence. If the near relative(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.
- (q) 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 area of that CWE/GE (I).
- (q) Copy of power of attorney/Resolution of the Board infavourof any Partner/ Director of the firm.
- (r) Copy of immediate last Income Tax Return.

Contd....

**Annexure-1 to Appendix 'A' to Notice Inviting Tender (Contd...)**

- (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 authorised 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 26AS 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/ NAT/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 10 (a) and 10 (s) shall not be applicable for the purpose of documents to be uploaded for bidding purpose by un-enlisted firms.

Signature of Contractor  
Date

Jt Dir (Contracts)  
For Accepting Officer

**ANNEXURE-II TO APPENDIX 'A' TO NOTICE INVITING 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 of ..... 2022

**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 TO APPENDIX ‘A’ TO NOTICE INVITING TENDER (Contd...)**

**FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE (Contd...)**

**2. Joint Venture**

(a) The parties do hereby irrevocably constitute a Joint Venture for the purpose 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:-

(a) First Party : .....

(b) 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:-

(a) First Party : .....

(b) Second Party : .....

**ANNEXURE-II TO APPENDIX 'A' TO NOTICE INVITING TENDER (Contd...)****FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE (Contd...)**

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.

Contd....

**ANNEXURE-II TO APPENDIX 'A' TO NOTICE INVITING TENDER (Contd...)**

**FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE (Contd...)**

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 Accepting Officer.

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

1. ....

2. ....