

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

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 estimated 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 no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing. If any, indicated in the tender from the date of handing over site, which will be on or about two weeks after the date of acceptance of tender.
4. Normally contractor 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 deposited as notified by the Accepting Officer in term 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 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 circumstances will a father and his son(s) or other close relation who have business dealing with one another be allowed to tender/bid for the same contract as Novarate competitors. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
5. The office of **HQ CWE (U) , Delhi Cantt-10** 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 www.defproc.gov.in site for download and shall form part of contract agreement in case the tender/bid is accepted be issued as per dates given in the aforesaid Appendix-'A' to notice inviting e-tender.
 - 6.2 In case of contractor who has not executed the standing security bond, the cover-1 shall be accompanied with by Earnest Money of amount as mentioned the Appendix 'A' in the form of deposit of call receipt if favour of concerned GE/AGE(I) (See Appendix 'A') by a scheduled bank or in receipted treasury challan the amount being credited to the revenue deposit of the concerned GE/AGE(I) (See Appendix 'A').
- 6.3 -----BLANK -----
- 6.4 -----BLANK -----
- 6.5 The GE/AGE(I) will return the Earnest Money wherever applicable to all unsuccessful tenderers/bidders by endorsing an authority on the deposit-at-call receipt for its refund on production by the tenderer/bidder a certificate of the Accepting officer that a bonafide tender/bid was received and all documents were returned.
- 6.6 The GE/AGE (I) 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 concerned GE//AGE(I) during working hours.
- 7.0 The tenderers/bidders are advised to visit the site of work by making prior appointment with GE/AGE(I) who is also the Executing Agency of the work (see appendix 'A'). The tenderer/bidders are deemed to have full knowledge of all relevant documents, samples, site etc. whether they have inspected them or not.

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

9.0 The uploading of bid implies that bidder has read the notice and the condition of contracts and has made himself aware of the scope and specification of work to be done and 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.

10.0 Tenderes/bidders must be in possession of a copy of the MES standard schedule of Rates (See Appendix 'A') including amendments and errata thereto.

11.0 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 defproc.gov.in website. The applicant contractors/bidder if he so desires may appeal to the Next Higher Engineer authority **CHIEF ENGINEER DELHI ZONE** 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 of any compensation whatsoever for rejection of his bid

12.0 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 for such tendere/bidder whose tender/bid is rejected.

13.0 Accepting Officer does not bind himself to accept the lowest or any tender/bidder or to give any reason for not doing so.

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

Signature of contractor

Dated: _____

DCWE (Contracts)

For Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1.	Name of work	:	PROVN OF ROOFTOP SOLAR POWER PLANTS AT NAVAL OFFICERS MESS, VARUNA, NEW DELHI UNDER GE(U) ELECT SUPPLY, DELHI CANTT-10
2.	Estimated Cost of Work	:	Rs.100.00 lakh (At par market)
3.	Period of Completion	:	Phase I - 180 days & Phase II – 1825 days
4.	Cost of tender documents	:	Rs. 1000/- in the shape of DD/Banker's cheque from any Scheduled bank in favour of GE(U) Electric Supply, Delhi Cantt and payable at Delhi Cantt.
5.	Website/portal address	:	www.defproc.gov.in and www.mes.gov.in
6.	Type of contract	:	The tender shall be item rate contract based on IAFW-2249 and IAFW-1779A with list of works to be quoted by the contractor
7.	Information and 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	:	<p>(i) All contractors enlisted with MES in Class 'C' and above and category b (i) subject to satisfactory remarks wrt performance in respect of works in hand reflected in Work Load Return (WLR) or any other report circulated by competent Engineer Authority.</p> <p>(ii) Contractor shall have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ICRA/SMERA/ brickwork Ratings India Pvt Ltd and having experience as given at para 8(c) below.</p>
	(B) For Unenlisted contractors	:	<p>(i) Contractor not enlisted with MES should meet the enlistment criteria of 'C' class & b (i) category contractor with regard to satisfactorily completion of requisite value works with Central/ State/Government/Central/State PSUs/AWHO/AFNHB/CGEWHO/ DGMAP. annual turnover, bank solvency, working capital and other requirements given in Para 1.4 and 1.5 of Section 1 of MES Manual on Contracts-2020 as available in all MES formations as well as MES website(www.mes.gov.in).</p> <p>(ii) Not carrying adverse remarks in Work Load Return(WLR) or any other similar report circulated by any competent authority , if already working in MES.</p> <p>(iii) 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> <p>(iv) Contractor shall have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ICRA/SMERA/ brickwork Ratings India Pvt Ltd and having experience as given at para 8(c) below. However requirement of MoU is exempted for contractors who themselves are having requisite rating by rating agency mentioned here-in-before.</p>

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

	(C) For All Contractors	:	<p>(i) The contractor/solar power firm having successfully completed Solar Power Plants in Government Department/ PSU during last seven years ending last day of the month previous to the one in which applications are invited should be any of the following:-</p> <p>(a) One work of capacity \geq 80% of capacity of plant i.e 80% of 45 KWP = 36 KWP. OR</p> <p>(b) Two works of capacity \geq 50% of capacity of plant i.e 50% of 45 KWP = 22.5 KWP. OR</p> <p>(c) Three works of capacity \geq 40% of capacity of plant i.e 40% of 45 KWP = 18 KWP.</p> <p>(ii) Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ another firm except sons/ daughters of proprietor/ partner/ Director, Project Manager as per contract conditions.</p>
9.	Tender issuing and Accepting Officer	:	HQ CWE (U) Delhi Cantt – 10 E-mail : udcntdz3-mes@nic.in)
10.	Executing agency	:	GE(U) Electric (U) Supply, Delhi Cantt-10
11.	Earnest Money	:	Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only) in favour of GE(U) Electric (U) Supply, Delhi Cantt-10

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)**(Contd/..)****NOTES:-**

1. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as eligible un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT is less than 7 (Seven), applications in respect of MES contractors of one class or two classes (in case of remote and difficult areas to be decided as per list circulated by CE command/ADG) below the eligible class shall also be considered subject to fulfilment of other eligibility criteria given in the NIT. Therefore MES contractor's one class below (two classes below in case of remote and difficult areas) may also bid for this tender. Such contractors (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** their present tendering limit. However in case such contractors fulfil the criteria of upgradation to the stipulated eligible class based on past experience of completed works (individual work experience and /or average annual turnover, as applicable) and financial soundness (solvency/financial soundness and working capital), the ceiling of present residual work will not apply and they will be considered for issue of tender. **Such bidders shall upload in their Cover-1 bid details related to residual work in hand like details of works in hand showing names of work, names of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such contractors, if claim to fulfil the criteria of upgradation shall also upload the requisite information/documents in support of upgradation.** 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 class below the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of up gradation in respect 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 shall upload the requisite information/documents in the Cover-1.**

3. Unlisted 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 subject to security clearance from the concerned authorities.

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

- (a) SCANNED COPY OF APPLICATION ON LETTER HEAD.
- (b) SCANNED COPY OF DEMAND DRAFT.
- (c) SCANNED COPY OF GST REGISTRATION NO & EPF REGISTRATION CERTIFICATE.
- (d) SCANNED COPY OF ENLISTMENT LETTER IN MES.
- (e) OTHER DOCUMENTS AS PER NIT NOTE NO. 1 AND 2.
- (f) SCAN COPY OF RATING CERTIFICATE AS PER PARA 8 (A) OF NIT.
- (g) MOU with Solar Power Firms having experience as per eligibility criteria specified wherever applicable (Format enclosed as annex II)

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 letter head.
- (b) Scanned copy of DD/ Bankers cheque toward cost of tender and Earnest Money Deposit (EMD) instrument.
- (c) Copy of Police Verification Report/Police Clearance Certificate/ Character Certificate from the Police Authority of the area where the registered office of the firm is located/notarized copy valid passport of Proprietor/each Partner/each Director.
- (d) All documents required for enlistment in MES for the class mentioned in Para 8(B) above as per Para 1.5 of MES Manual on Contracts 2020.
- (e) Details of works being executed in MES, if any.

- (f) Scanned copy of GST and EPF registration certificate.
- (g) Scanned copy of rating certificate as per para 8 (a) of NIT.
- (h) MOU with Solar Power Firms having experience as per eligibility criteria specified wherever applicable (Format enclosed as annex II)
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.
7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within Seven (07) 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 unenlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender have been uploaded 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 a unenlisted 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/dNovhters/spouse of Proprietor/Partner/Director and firm's own employees, director, project manager provided they are not having a Novarate 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 tenderer as per NIT, a communication in the form of email/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. Tender/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 next higher Engineer Authority (NHEA) viz Chief Engineer Delhi Zone on email id cezd2-mes@nic.in with copy to the Accepting Officer on email before the scheduled date of opening of Cover 2. NHEA shall decide the matter within a period of seven working days for 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.
11. In case an un-enlisted 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 (i.e. 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 from amongst the valid/bonafide bids only. Accepting Officer may decide whether to re-tender or consider their lowest bonafide tender for acceptance.
- 13.** Revoking the offer or revising the rates upward or offering voluntary reduction by the lowest tenderer after opening of Cover 2 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 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 termed as related if Proprietor/one or more Partners/Directors are common. Decision of Accepting Officer on issue/deny the tender to any one of their related firms shall be final and binding.
- 15.** In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineer authority i.e HQ Chief Engineer Delhi Zone on email/fax/speed Post against rejection, whose decision shall be final and binding. However contractor/bidder shall not be entitled to any compensation whatsoever for rejection of technical/prequalification bid.
- 16.** Court of the place from where tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this tender. After acceptance of tender, Condition 72 (Jurisdiction of Courts) of IAFW-2249 shall be applicable.

Signature of Contractor

89036/D-32/02/E8

Headquarters
CWE (U) Delhi Cantt - 10
Dated: 08 Jan 2022

DCWE (Contracts)
for Accepting Officer

SPEED POST

1. Builder's Association of India G-1/G-20, 7th Floor, Commerce Centre, J-Dadagee Road, Tardeo, Mumbai - 400034
2. MES Builder's Association of India (Regd), 807,808, Sahyog, 58, Nehru Place, New Delhi-110015
3. Construction industry Development Council, 801, 8th Floor, Hemkunt Chambers, 89, Nehru Place, New Delhi - 110019
4. MES Builder's Association of India Sh. H.S Sandhu (Regional Chairman, Western Region), M/S H.S Sandhu Builders (P) Ltd, 9-A Rajguru Nagar, Ferozepur Road Ludhiana - 141004
5. MES Builders Association of India, 106 Kriti Deep, Nangal, New Delhi – 110046

1	PCDA, WC Chandimandir	37	GE New Delhi, Delhi Cantt1-10
2	HQ CE West Comd, Chandimandir	38	GE (U) Electric Supply Delhi cantt-10
3	HQ CE (R&D), Probyn Road Delhi-54	39	GE (U) P&M Delhi Cantt-10
4	HQ CE (AF) WAC Palam, Delhi Cantt-10	40	GE (P) AF Gurgaon
5	HQ CE Delhi Zone, Delhi Cantt-10	41	GE (AF) Project Palam, Delhi Cantt-10
6	HQ CWE (AF) Tughlakabad	42	GE (South), Delhi Cantt-10
7	HQ CWE New Delhi, Delhi Cantt-10	43	GE (North), Delhi Cantt-10
8	HQ CWE (P) Delhi Cantt-10	44	GE (P) West, Delhi Cantt-10
9	HQ CWE Delhi Cantt-10	45	GE (I) R&D, Delhi Cantt-10
10	HQ CWE No-I, Delhi Cantt-10	46	AGE (I) (U) B/R, Delhi Cantt-10
11	GE (AF) Faridabad	47	AGE (I) Coast Guard, Noida
12	GE E/M Base Hospital, Delhi Cantt-10	48	GE E/M RR Hospital Delhi Cantt-10
13	GE (P) East Delhi Cantt-10	49	Post Master Gopinath Bazar Delhi Cantt-10
14	GE (West) Delhi Cantt-10	50	CE CPWD, Nirman Bhawan, New Delhi
15	GE (I) (AF) Palam	51	SBI, Delhi Cantt-10
16	GE (AF) Palam, Delhi Cantt-10	52	Chief Executive Office, Cantt Board, Delhi Cantt-10
17	GE (U) Water Supply Delhi Cantt-10	53	Station Master New Delhi Railway Station
18	GE (Central) Delhi Cantt-10	54	Station Master Delhi Cantt Railway Station
19	GE (AF) Subroto Park, Delhi Cantt-10	55	HQ Chief Engineer (AF) Shillong, Shillong
20	HQ ADG (of & DRDO), Secunderabad	56	HQ Chief Engineer Udhampur Zone, C/o 56 APO
21	HQ Chief Engineer Bathinda Zone, Bathinda Military Station, Bathinda (PB)	57	HQ Chief Engineer (AF) Udhampur Zone, C/o 56 APO
22	HQ Chief Engineer Chandigarh Zone, Chandigarh	58	HQ Chief Engineer, Pathankot Zone, Pathankot (PB)
23	HQ Chief Engineer (Fy), Hyderabad	59	HQ Chief Engineer Zone, 312 Sub Aea, C/o 56 APO
24	HQ Chief Engineer Kolkata Zone, Kolkata (WB)	60	HQ Chief Engineer Jalandhar Zone, Jalandhar Cantt (PB)
25	HQ Chief Engineer Shillong Zone, Shillong	61	HQ Chief Engineer (AF) Allahabad
26	HQ Chief Engineer (A&NZ) Port Blair	62	HQ Chief Engineer Bareilly Zone, Bareilly
27	HQ Chief Engineer, Chennai Zone, Chennai	63	HQ Chief Engineer, Jabalpur Zone, Jabalpur
28	HQ Chief Engineer, Pune Zone, Pune	64	HQ Chief Engineer (Navy), Mumbai
29	HQ Chief Engineer, Jaipur Zone, Jaipur (Raj)	65	HQ Chief Engineer (Navy), Visakhapatnam
30	HQ Chief Engineer (AF) Ahemdabad	66	HQ Chief Engineer (Navy), Kochi
31	HQ Chief Engineer, Bhopal Zone, Bhopal (MP)	67	HQ Chief Engineer (Navac), Kochi
32	DGNP Visakhapatnam	68	HQ Chief Engineer (AF) Bangalore
33	DGNP Mumbai	69	HQ Chief Engineer (AF) Nagpur
34	DG MAP, New Delhi	70	CWE Delhi Cantt, Delhi Cantt-10
35	CWE (Project) Delhi Cantt-10	71	CWE New Delhi-10
36	GE New Delhi, Delhi Cantt-10		

Format for Joint Bidding Agreement for Joint Venture Next
(to be executed on stamp paper of appropriate value)

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

AMONGST

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

AND

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

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

WHEREAS,

(A) The Military Engineer Services, represented by its HQ CWE (Utilities) Delhi Cantt-10 and having its office at Delhi Cantt (hereinafter referred to as the "**Authority**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bid by its Tender ID No. 2018_MES_220021 _1 for "**PROVN OF ROOFTOP SOLAR POWER PLANTS AT NAVAL OFFICERS MESS, VARUNA, NEW DELHI UNDER GE(U) ELECT SUPPLY, DELHI CANTT-10**".

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

(B) The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

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

4. Role of the Parties

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

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

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

5. Joint and Several Liability

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

6. Field of expertise

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

First Party :

Second Party :

7. Share of Work in the Project

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

First Party:

Second Party:

8. Representation of the Parties

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

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

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

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

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

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

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or Create or impose any liens, mortgages, pledges, claims, security interest, charges or encumbrances or obligations to create a lien, charge, pledge, security, interest, encumbrances or, mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

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

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

9. **Termination**

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

10. **Miscellaneous**

- (a) This Joint Bidding Agreement shall be governed by Laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by :

SECOND PARTY

(Signature)
(Name)
(Designation)
(Address0

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

WITNESS

In the presence of :

1.

2.

FORMAT FOR
MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRACTOR AND MANUFACTURER

1. **Parties** : This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between M/s (Contractor) _____, whose address is _____, and the M/s (Solar Power Firm / Manufacturer) _____, whose address is _____.

2. **Purpose** : The purpose of this MOU is to establish the terms and conditions under which the work related **PROVN OF ROOFTOP SOLAR POWER PLANTS AT NAVAL OFFICERS MESS, VARUNA, NEW DELHI UNDER GE(U) ELECT SUPPLY, DELHI CANTT-10** shall be executed through M/s (Solar Power Firm/Manufacturer) _____.

3. **Term of MOU** : This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective firm and shall remain in full force and effect for the period as per terms and condition of contract being concluded. Except as expressly stated herein, this MOU shall not be signed to mean a partnership and / or a joint venture between the Parties.

4. **Responsibilities of contractor**. To get the work executed as per terms and condition of contract through manufacturer. He shall provide all requisite information for execution of work mentioned above, make payments for the service provided by the manufacturer and established coordination between department (Military Engineering Services) lead by HQ CWE(U) Delhi Cantt and manufacturer for effective completion of work.

5. **Responsibilities of manufacturer**. Provide technical support, design, manufacturer, supply, installation, testing and commissioning of items of work as per contract agreement and maintain them for the period as per general provisions of contract agreement.

6. **General Provisions**.

(a) Manufacturer (Solar power firm) _____ is a company incorporated under the companies act 1956 and is engaged in design, engineering, manufacture, integration, installation and end to end project execution, alongwith requisite after sales support in both Solar Photo voltaic and Solar Thermal System with manufacturing facilities at _____. The firm has extensive experience in executing turnkey projects.

(b) There is requirement of solar photovoltaic power solutions for Commander Works Engineer(Utilities), Delhi Cantt & this MOU is being executed only for the purpose of bidding for the tender with CA No : CWE(U) D-32/2021-22 requiring solar photovoltaic power plants for the origination under the ,ministry of defense. The contractor and manufacturer are manufacturer are mutually interested to co-operate with each other for being awarded this tender, that may be issued by the Ministry of Defence with each other for being awarded this tender, that may be issued by the Ministry of Defence.

(c) Manufacturer and contractor reorganize the excellent opportunity available for providing Solar Photovoltaic Power Solutions for the organization under the Ministry of Defence.

(d) Manufacturer shall be responsible for the design, supply of Solar Photovoltaic Power Plants. Manufacturer shall provide supervision for the erection & commissioning of Solar Photovoltaic Power Plant & will guarantee for Solar Panels supplied by them for 25 years as per contract provisions.

- (e) Manufacturer shall provide all technical support to contract for bidding, pricing, supply, erection, installation and commissioning of the solar photovoltaic Power Plant.
- (f) Manufacturer shall also be responsible to make available required spares for the solar photovoltaic power plants as per contract agreement provisions to the Ministry of Defence /end users.
- (g) Contractor shall be the bidder for this tender and shall buy these solar photovoltaic power plants exclusively from Manufacturer for supply under this tender for this project for this organization under the Ministry of Defence India.
- (h) Contractor shall be responsible for the construction of any & all civil foundations and civil structures required for the solar photovoltaic power plants.
- (j) Contractor will source solar Photovoltaic Power Plants only from manufacturer on an exclusive basis for this project for ;which contractor shall quote in MES.
- (k) Contractor will seek qualification for bidding on the basis of documents supplied by Manufacturer and will provide all documentary support to contractor as may be required for the qualification & prequalification under the bidding process.
- (l) Manufacturer will provide design for civil works involved & technical support for execution of the work including commissioning of the plant.
- (m) Post warranty, contractor will take the full maintenance contracts either all including or labour only in its name, from the defence for the complete installation of the solar photovoltaic power plant and the actual maintenance shall be undertaken by Manufacturer.
- (n) Manufacturer agrees to depute its technical personnel from time to time as may be required for technical discussions and support for design & execution of the solar photovoltaic power plant for the project.
- (o) All information/documents exchanged hereunder or otherwise made available to contractor hereto.
- (i) Shall belong to and continue to be the proprietary information of the Party disclosing such information or documents.
- (ii) Shall be used or utilized by the recipient Party solely for the purpose and in accordance of this MOU.
- (iii) Shall be treated as confidential information and the recipient Party shall treat and hold the same as confidential and not disclose or provide access to any such information or documents except required in the tender to be submitted to the client.

7. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the Delhi Court jurisdiction and the said court shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Delhi Area.

8. **Entirety of Agreement.** This MOU, consisting of ____ Nos, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

9. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

10. **Third Party Beneficiary Rights.** The parties do intend to agree that Commander Works Engineer(Uilities), Delhi Cantt being Accepting Officer of this contract becomes third party beneficiary and this MOU shall be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate between the parties to this MOU and the CWE (Utilities) Delhi Cantt-10. The provisions of this MOU are intended to assist the parties in determining and performing their obligations under this MOU and to ultimately hand over completed service in function state. The parties to this MOU intend and expressly agree that parties signatory to this MOU and CWE (U) Delhi Cantt-10 shall have legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

11. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The parties agree to submit this MOU to Accepting Officer for counter signature so as to decide future course of action in terms of contract conditions and all legal remedy in case of failure of MOU between the parties.

The effective date of this MOU is the date of the signature last affixed to this page.

Contractor

[Name and Title]

Signature & Date

Manufacturer

[Name and Title]

Signature & Date