

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 estimate, however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, a tenderer/bidder will have no claim on that account.
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 acceptance of Performance Security by the Accepting Officer.
4. Contractors whose names are on the MES approved list and within whose financial category the estimated amount would fall and un-enlisted contractors may submit tender/bid subject to other criteria mentioned in Appendix A. However, in case of term contracts, enlisted contractors of Class SS to E may submit tender. Not more than one tender shall be submitted/uploaded by one contractor/ firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/bid for the same contract as separate competitors. Two firms shall be deemed to have business dealing if any of the partners/proprietor/director is common among both of them. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
5. The Office of Chief Engineer (AF) Prayagraj Zone will be the Accepting Officer here-in-after referred to as such for the purpose of this contract.
6. Not more than one tender/bid shall be submitted/uploaded by one bidder firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/bid for the same tender as separate competitors. A breach of this condition will render the tenders/bids of both the parties liable for rejection.
7. The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be uploaded by the contractor on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment details and other documents as specified in Appendix A shall be uploaded as Cover-1 (Technical bid) of the tender on e-tendering portal. DD is refundable in case the contractor is not considered eligible in technical evaluation of Cover 1 resulting in non-opening of Cover1. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD including revalidation of DDs and shall not have any claim from Government whatsoever on this account.
8. Tender form and conditions of contract and other necessary documents shall be available on website defproc.gov.in for download and shall form part of contract agreement in case the tender/bid is accepted.
9. In case of MES enlisted contractor who has not executed the Standing Security Bond and un-enlisted contractor, the Cover-I shall be accompanied by Earnest Money for the amount mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned CCE/GE/GE (I)/AGE (I) (see Appendix 'A') by a Scheduled Bank or in received treasury Challan the amount being credited to the revenue deposit of the concerned CCE/GE/GE(I)/AGE(I) (see Appendix 'A'). The CCE/GE/GE (I)/AGE (I) will return the Earnest Money, wherever applicable, to all unsuccessful tenderers/bidders by endorsing an authority on the deposit at call receipt for its refund, on receipt of intimation from the Accepting Officer to do that.
10. In case of successful contractor i.e., the lowest contractor having submitted EMD, he shall have the option of converting the EMD instrument into part of the Performance Security to be deposited by him within 28 days from the receipt of intimation of acceptance of tender from Accepting Officer.

NOTICE INVITING TENDER (NIT) (Contd.../-)

11. Sample of materials and stores to be supplied by the contractor will also be available for inspection by the bidder at the office of concerned GE/GE (I)/AGE (I)/Project Manager during working hours. The bidder is advised to visit the site of work by making prior appointment with GE/GE (I)/AGE (I)/CCE/Project Manager, who is the Executing Agency of the work (see Appendix 'A'). The bidder shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.
12. Any bid which proposes any alteration to any of the conditions laid down or proposes any other new condition whatsoever, is liable to be rejected.
13. The uploading of bid by a bidder 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 (as applicable) etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
14. The bidder must be in possession of a copy of the MES Schedule (SSR) (Part-I & Part-II of latest edition) including amendments and errata thereto.
15. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
16. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking/Small & Medium Enterprises (SMEs), giving a price preference/purchase 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 tenderer/bidder whose tender/bid is rejected.
17. The Notice Inviting Tender (NIT) including Appendix 'A' and Annexures thereto, if any, shall form part of the contract agreement.

(Signature of Contractor)

AAD (Contracts)
For Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1.	Name of work	PROVISION OF 1 MW GRID BASED SOLAR PLANT AT GE (AF) GORAKHPUR															
2.	Estimated Cost	Rs. 610.00 Lakhs (At par Market)															
3.	Period of completion	365 (Three Hundred Sixty Five) days															
4.	Cost of tender documents	Rs. 3000.00 in the form of DD / Bankers cheque from any Nationalized / scheduled Bank in favour of GE (AF) Gorakhpur and payable at Gorakhpur .															
5.	Website / portal address	www.defproc.gov.in															
6.	Type of Contract	The tender shall be based on drawing and specifications (IAFW – 2159 and GCC (IAFW-2249) with Sch 'A'(list of items of work) to be priced by MES. The Contractor is required to quote the lump sum amounts for parts of schedule 'A' and quote rates against items of other parts of schedule 'A'/BOQ.															
7.	Timeline Details																
	(a) Bid submission start date	At 1800 Hours on 01 Jul 2023															
	(b) Bid submission end date	Upto 1800 Hours on 08 Jul 2023															
	(c) Date of Bid opening (Cover-I)	After 1100 Hours on 15 Jul 2023															
8.	Eligibility Criteria																
	(A) For MES enlisted Contractors	Contractor shall be enlisted with MES in Class 'A' and above ' subject to satisfactory remarks wrt performance in respect of works in hand as reflected in Work Load return (WLR) or any other report circulated by competent engineer authority.															
	(B) For other contractors	<p>(i) Contractor not enlisted with MES should meet the enlistment criteria of 'A' Class & above 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 & 1.5 of Section 1 of MES Manual of 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 Report (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) Details of works completed and under progress in MES be submitted in the following format:</p> <table border="1" data-bbox="511 1841 1421 1983"> <thead> <tr> <th>Sl No</th> <th>CA No & Name of work</th> <th>Value of CA</th> <th>Date of commencement</th> <th>Date of completion</th> <th>Extended Date of completion</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>(v) Un-enlisted contractor who have secured two works in MES should get themselves registered in the appropriate designated Class with any Registering authority, else the firm will not be eligible for participation in the tender unless until the firm is enlisted with the MES.</p>				Sl No	CA No & Name of work	Value of CA	Date of commencement	Date of completion	Extended Date of completion						
Sl No	CA No & Name of work	Value of CA	Date of commencement	Date of completion	Extended Date of completion												

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

(C) Technical PQC criteria		
	(a) For MES Enlisted Contractor	(i) The contractor should be enlisted in class # (ii) The contractor should have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ICRA/SMERA/Brick Work Ratings India Pvt Ltd and having experience as given at (c) (i) below. (iii) Enlisted contractors who are either having above mentioned solar rating themselves fulfilling the criteria laid down here-in-below or meeting the criteria laid down for unenlisted contractors shall also be considered eligible
	(b) For Unenlisted Contractors	(i) The contractor should meet the enlistment criteria of Class # with regard to annual turnover, financial criteria (solvency, working capital) satisfactory completion of similar works and other requirements as per details given in Para 1.4 & 1.5 of Section 1 of Manual on Contracts 2020. (ii) Contractor should have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ICRA/SMERA/Brick Work Ratings India Pvt Ltd and having experience as given at (c) (i) below. However requirement of MoU is exempted for contractors who themselves are having requisite rating by rating agency mentioned here-in-before.
	(c) For all Contractors	(i) The contractor should have experience of having successfully completed & commissioned Solar Power Plants in Government Department/ PSU during last seven years ending last day of month previous to the month of bid submission start date, should be either of the following :- <p style="text-align: center;">(One work of capacity \geq 0.80 MW Solar capacity of plant. OR Two works of capacity \geq 0.50 MW Solar capacity of plant . OR Three works of capacity \geq 0.40 MW Solar capacity of plant.</p> <p><u>Notes:</u> (ii). In a tender, the eligible solar power firms can either bid as direct participant / bidder or under MoU with MES enlisted / un-enlisted contractor, but cannot bid simultaneously for the same tender as direct participant/ bidder as also under MoU with MES enlisted/ un-enlisted contractor. (iii). MoU will be permitted between one eligible solar firms and one MES enlisted/ unenlisted contractor, bidding for the same tender. (iv) In case any violation of condition at (c) (ii) & (iii) above is noticed, all such bids shall be treated as invalid</p>
9.	Tender issuing and Accepting Officer	Chief Engineer (AF) Prayagraj Zone, Gorakhpur, Prayagraj (UP) – 211012, Civ-Tele: 0532-2975213
10.	Executing agency	GE (AF) Gorakhpur
11.	Earnest Money	₹ 6,30,000/- [Rupees Six Lakh Thirty Thousand only] in favour of GE (AF) Gorakhpur in the form of Deposit at call receipt, FDR not acceptable.

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 7(Seven), applications in respect of contractors 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 contractors one class below (two classes below in case of remote and difficult areas) 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 their present tendering limit. Such bidders shall upload in their Cover-1 bid 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. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

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 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 shall upload the requisite information/documents in the Cover-1.
3. Un-enlisted 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.
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) 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/Police Clearance Certificate/ Character Certificate 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 in Para 8(b) above 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) 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.
7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within 10 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 wilful 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).

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

(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 next higher Engineer Authority (NHEA) viz Chief Engineer Central Command, Lucknow on email id ceengrll-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 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.

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 (ie he has quoted on pre revised BOQ), such bid shall be treated as wilful 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 the 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 wilful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of an un-enlisted 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 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 the related firms shall be final and binding.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

15. INTEGRITY PACT (IP) enclosed here-in-after is an integral part of the contract and both parties are bound by its provision.

16 JOINT VENTURE:

16.1 The tenderer shall upload joint venture agreement if any as per Annexure 'A' to NIT along with technical bid.

16.2 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 JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit for all tenders and Performance Security Deposit as per instructions, if contract is awarded.

16.3 (a) No JV shall be allowed to participate if either or both the parties are from banned/adversely remarked in WLR of MES or debarred from tendering by any authority.

(b) Foreign Companies shall not be permitted to participate in JV.

(c) (i) Indian Companies having Director (s) of foreign origin and Indian Companies having Director(s) of Indian origin but residing abroad/having foreign citizenship shall be permitted to participate in JV. However security clearance in such cases shall be obtained by following procedure laid down by, Ministry of Home Affairs vide their letter No.11/20034/290/2013-IS II dated 30 Jun 2015 and amendment thereof vide OM No.11/20034/201 3-II dated 09 Dec 2015. These letters, being classified, are not being shared. The case for security clearance shall be processed to this HQ for taking up matter with concerned authorities.

(ii) Case for security clearance shall be processed to E-in-C's Branch on PRIORITY after opening 'T' bid (Cover-I).

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

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

16.6 The lead party of the JV shall meet minimum 60% or the percentage of share in the JV (whichever is higher) of the qualifying criteria pertaining to (a) past experience of completed works, (b) Average Annual Turnover (c) Bank Solvency/Financially Sound for engagement and (d) Working Capital. Both the parties combined shall meet minimum 120% of the above qualifying criteria. The party other than the lead party shall meet minimum 30% of the above qualifying criteria.

16.7 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.

16.8 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 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 the instructions.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

16.9 Party/ parties will not be allowed to bid for the same tender in their independent capacity as well as under JV. Also no party will be allowed to bid for the same tender under multiple JVs. In case of violation (party/parties bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid of the party/parties concerned as well as the bid (s) of the related JV(s) shall not be opened (i.e. shall not be qualified in 'T' bid Cover '1').

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

16.11 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.

16.12 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)

AAD (Contracts)
For Accepting Officer

(Annexure-I to NIT)**FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE**

(to be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this theday of20. . .

AMONGST

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

AND

2. having its registered office at(hereinafter referred to as the ' Second Part' which expression shall, unless repugnant to the context include its successors and permitted assigns) The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the 'Parties' and each is individually referred to as a 'Party'

WHEREAS,

(A) The Military Engineer Services, represented by its (Name of tendering office) and having its office at _____(hereinafter referred to as the 'Authority' which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bid by its Tender ID No.

_____ for _____(name of work).

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

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

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

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

2. Joint Venture

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

(b)The Parties hereby undertake to participate in the Bidding Process only this Joint Venture and not individually and/or through any other Joint 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 authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture party is annexed to this Agreement and will not, to the best of its knowledge: -

- (i) Require any consent or approval not already obtained;
- (ii) Violate any applicable law presently in effect and having applicability to it;
- (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

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

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

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

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of 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 amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD member by: SECOND PART

SIGNED, SEALED AND DELIVERED

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

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

WITNESS
In the presence of:

1.

INTEGRITY PACT

General

1. Whereas the President of India, represented by Chief Engineer (AF)Prayagraj hereinafter referred to as Principal / Owner and the first part, has floated the Tender (NIT No **CE (AF)/ALD/GKP/04 OF 2023-24**) and intends to award, under laid down organizational procedure, contract for **PROVISION OF 1 MW GRID BASED SOLAR PLANT AT GE (AF) GORAKHPUR** hereinafter referred to as works / Services and M/s _____ represented by, _____ (which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder / Contractor and the second part is willing to carryout the works / services.

2. Whereas the Bidder is a Proprietorship Concern / Partnership Firm / Limited Liability Partnership Firm / Private Limited Company / Limited Company / Joint Venture constituted in accordance with the relevant law in the matter and the Principal / Owner is Chief Engineer (AF)Prayagraj performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Principal / Owner and the Bidder agree to enter into this pre-contract agreement, referred to as **INTEGRITY PACT (IP)**, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the conclusion of the contract to be entered into with a view to:

3.1 Enabling the Principal / Owner to get the desired works / services at a competitive price in conformity with the defined specifications of the Services by avoiding high cost and the distortionary impact of corruption on public procurement.

3.2 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal / Owner will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Principal / Owner

4. The Principal / Owner commits itself to the following:

4.1 The Principal / Owner undertakes that, no official of the Principal / Owner, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Principal / Owner will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Principal / Owner will report to the appropriate Government office any attempted or completed breach(s) of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal / Owner with willful and verifiable facts and the same is prima facie found to be correct by the Principal / Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal / Owner and such a person shall be debarred from further dealing related to the tender / contract process. In such a case while an Inquiry is being conducted by the Principal / Owner, the tender process/ proceedings under the contract would not be stalled.

INTEGRITY PACT (Contd....)**Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

6.1 Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or non-material benefits or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder would not enter into conditional contract with any Agent(s), broker(s) or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract.

6.6 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be constructed as a violation of Integrity Pact.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India.

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

8. Company Code of Conduct

8.1 Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the country.

9. Sanction for Violation

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal / Owner to take all or any one of the following actions, wherever required:

- (i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.

INTEGRITY PACT (Contd....)

- (ii) Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal / Owner, in case contract is not awarded to the Bidder and the Principal / Owner shall not be required to assign any reason therefor. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal / Owner shall be deducted from any amount held with the Department / any payment due.
- (iv) To immediately cancel the contract, if already concluded / awarded without any compensation to the Bidder.
- (v) To encash the Performance Security furnished by the Bidder.
- (vi) To cancel all or any other Contract(s) with the Bidder.
- (vii) To temporarily suspend or temporarily debar / permanently debar the bidder as per the extant policy.
- (viii) amount can be recovered from any outstanding payment due to the Bidder from the Principal / Owner in connection with any other contract for any other works / services.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal / Owner, or alternatively if any close relative of an officer of the Principal / Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal / Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competent Court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal / Owner and if he does so, the Principal / Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

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

10. Independent External Monitors (IEMs)

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

SI No	Name of IEM	e-mail id
1.	Shri Sudhir Bhargava, IAS (Retd)	bhargav4@nic.in
2.	Shri Rajiv Jain, IPS (Retd)	rajivjaindelhi2019@gmail.com

INTEGRITY PACT (Contd....)

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

Name:	Shri Bhavesh Gupta, Director (Contracts), E-in-C's Branch, Kashmir House, New Delhi
e-mail id:	dircont1einc-mes@nic.in
Mobile No:	011-23019220, 9868145022
Postal Address:	Room No 172(A) Dt of Contract Management Engineer-in-Chief's Branch Kashmir House, Rajaji Marg New Delhi-110011

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

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

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

(a) Engineer-in-Chief in normal cases

(b) CVO(MES & BRO) / DMA / Department of Defence (DoD) in cases involving vigilance angle

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

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

13. Other Legal Actions

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

14. Signing of Integrity Pact on behalf of Bidder

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

(b) Partnership firm - The Integrity Pact must be signed by all Partners or by one or more Partner holding power of attorney signed by all the Partners.

INTEGRITY PACT (Contd....)

(c) Limited Liability Partnership firm - The Integrity Pact must be signed by all Partners or by one or more Partner holding power of attorney signed by all Partners.

(d) Private Limited / Limited Company - The Integrity Pact must be signed by representative duly authorised by Board resolution.

(e) Joint Venture- The Integrity Pact must be signed by all Partners and members to Joint Venture or by one or more Partner holding power of attorney signed by all Partners and all members to the Joint Venture.

15. Validity

15.1 The validity of this Integrity Pact shall be from date of its signing. It expires for the Contractor after the final payment under the contract has been made or till the continuation of Defect Liability Period, whichever is later and for all other bidders, till the Contract has been awarded.

15.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

INTEGRITY PACT

To

Tender ID No _____ for the work **PROVISION OF 1 MW GRID
BASED SOLAR PLANT AT GE (AF) GORAKHPUR**

Dear Sir,

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

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

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

Yours faithfully
Chief Engineer (AF) Prayagraj

INTEGRITY PACT

To

Chief Engineer (AF) Prayagraj

Sub - Tender ID No _____

Submission of Tender for the work of **PROVISION OF 1 MW GRID BASED SOLAR PLANT AT GE (AF) GORAKHPUR**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorised signatory of the Bidder)