

**MILITARY ENGINEER SERVICES**  
**NOTICE FOR TENDER**

1. A tender is invited for work as mentioned in Appx 'A' to this notice of tender.
2. (i) The work is estimated to cost (See Appx "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 will have no claim on this account.  
(ii) The tender shall be based on (See Appx "A")  
(iii) The work is to be completed within the period (See Appx "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 fifteen days after date of acceptance of tender.
3. (i) Normally contractors whose names are on the MES approved list for the area in which the work lies and within whose financial category the estimated amount would fall may tender/bid, but in case of term contracts, contractors in category 'SS' to 'E' may tender/bid. In case where the tender amount is in excess of the financial category of the contractor and the accepting officer decides to accept the tender/bid, in which event the tenderer/bidder would be required to lodge **"Performance Security" for amount equivalent to 5% of contract sum in any of the forms prescribed in clause 19.1 of IAFW 2249 within 28 days of receipt of the letter of Acceptance. Failure of the successful contractor to comply with the requirements of sub-clause 19.1 of IAFW 2249 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderer shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.** Not more than one tender shall be submitted by one contractor or one firm of contractors. Under no circumstances will a father and his son[s] or other close relations who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders/bids of both parties liable to rejection  
(ii) Under no circumstances will a father and his son or other close relations who have business dealing with one another, be allowed to tender to the contract as separate competitor. A breach of this condition will render the tender of both parties liable to rejection.
4. The Chief Engineer Lucknow Zone 17 Cariappa Road Lucknow will be the Accepting Officer here-in-after referred to as such for the purpose of this contract.
5. (i) The bidder shall submit original copy of his application, Demand drafts / Bankers Cheque as uploaded in cover 1 within 5 days of bid submission end date in HQ Chief Engineer Lucknow Zone, 17 Cariappa Road, Lucknow.  
(ii) Invitation for application for issue of tender does not constitute any guarantee for issue of tender to the applicant even to enlisted contractor of appropriate class. Issue of tender will be decided by the Accepting officer based on interalia, past track record, financial position and experience of similar work executed by the applicant / contractor. The accepting officer shall consider applications received upto bid submission end date / extended bid submission end date for issue of tender. The applicant contractor will be informed regarding non-issue of tender, after assigning reasons.  
(iii) The applicant / contractor, if he so desires, may appeal to the next higher Engineer authority with copy to the Accepting Officer. No appeal / representation shall be entertained in respect of applications for issue of tenders as received after the due date of bid submission end date / extended bid submission end date. The decision of the next higher Engineer authority shall be final. No applicant / contractor shall be entitled for any compensation whatsoever for rejection of his application.

6. (i) Tender form and conditions of contract and other necessary documents will be published on [www.defproc.gov.in](http://www.defproc.gov.in) on or after the date as mentioned in aforesaid Appendix 'A'.
- (ii) In case of contractors who have not executed the standing security bond the tender shall be accompanied by earnest money amounting to a sum of (See Appx 'A') by a schedule bank or in receipt treasury challan, the amount being credited to the revenue deposit of the GE. A contractor who is not enlisted for the area in which the work lies but whose name is in the MES approved list of any MES formations and who has deposited standing security deposit and executed standing security bond may tender without depositing earnest money alongwith cover I (Technical bid) the tender.
- (iii) A contractor who has executed the standing security bond but not for the appropriate class as mentioned above, may tender without depositing earnest money alongwith cover I (Technical bid) the tender.
- (iv) The GE will return the earnest money wherever applicable to all unsuccessful tenderer by endorsing an authority on the deposit receipt for its refund, on production by the tenderer of certificate of Accepting Officer that bonafied tender (vide condition 12 below) was received and all documents were returned.
- (v) The GE will return the earnest money to the successful tenderer by endorsing an authority on the deposit receipt for its refund, on receipt of an appropriate amount as performance security deposit.
- (vi) Copies of the drawings and other documents pertaining to the work (signed for the purpose of identification by the Accepting Officer or his accredited representative) and samples of material and stores to be supplied by the contractor will be open for inspection by the tenderers at the office of Chief Engineer Lucknow Zone (See Appx 'A') during working hours.
- (vii) The tenderers are advised to visit the site by making prior appointment with the Garrison Engineer in sufficient time See Appx 'A').
7. A tenderer shall be deemed to have full knowledge of all relevant documents samples, site etc, whether he has inspected them or not.
8. The tender will be received by the HQ Chief Engineer Lucknow Zone 17 Cariappa Road Lucknow at the time and date ( See Appx 'A' )
9. Any tender which proposes any alterations to any of the conditions laid down or which proposes any other condition or any description, whatsoever, is liable to be rejected.
10. Tenderers must be in possession of a copy of latest MES Standard Schedule of Rates including latest amendments thereto and standard drawings booklets (Vol. I & II) thereto.
11. The Accepting Officer does not bind himself to accept the lowest or any other tender or to give any reasons for not doing so.
12. This notice inviting tender including Appx 'A' and Annexures thereto, if any, shall form part of the contract agreement.

**Signature of Contractor**  
**Dated:**

**(Pankaj Malhotra)**  
**AE (QS&C)**  
**AAD (Contracts)**  
**For Chief Engineer**

APPENDIX “A” TO NOTICE INVITING TENDER (NIT)

Sl No.	Nomenclature	Details
1	Name of work	<b>PROVN OF ROOF TOP SOLAR PLANT TALLING 800 KW AT CERTAIN BUILDINGS AT KANPUR</b>
2	Estimated Cost	<b>₹ 384.00 Lakh</b> for both area including M&O at par market cost
3	Period of completion	<b>04 (Four) months for Phase-I</b> (Main Project)  <b>24 (Twenty four) months for Phase-II</b> from the date of completion of Phase-I  Comprehensive operation of system including operated and materials required for smooth functioning of Roof top solar system complete from completion of main work (Ph-I) till the completion of defect liability period of 2 years i.e during defect liability period. <b>And</b>  <b>96 (Ninety six) month for Phase-III</b> from the date of completion of Phase-II i.e after expiry of defect liability period  Comprehensive operation of system including operated and materials required for smooth functioning of Roof top solar system after expiry of defect liability period upto 10 years,
4	Cost of tender documents	<b>₹ 2000.00</b> in the form of DD/Banker’s cheque from any scheduled nationalized bank in favour of <b>GE (I) Kanpur</b> and payable at <b>Kanpur</b> (Note : In case of retendering the contractor who had quoted in the previous call is not required to submit the cost of tender)
5	Website / portal address	<a href="http://www.defproc.gov.in">www.defproc.gov.in</a>
6	Type of Contract	The tender shall be item rates contract based on IAFW-1779-A (Revised 1955) and General Conditions of Contract (IAFW-2249) with Schedule ‘A’ (list of items of work) to be quoted by tenderer.
7	<b><u>Timeline details</u></b>	
	Bid submission start date	<b>Refer critical dates.</b>
	Bid submission end date	<b>Refer critical dates.</b>
	Date of bid opening	<b>Refer critical dates.</b>
8	<b><u>ELIGIBILITY CRITERIA</u></b>	
	(a) For MES Enlisted Contractors	(i) All contractors enlisted with MES in Class ‘A’ and above and b(i) (Low tension electric Works (upto 1100 volts) subject to satisfactory remarks wrt performance in respect of Wks in hand reflected in Workload return (WLR) or any other report circulated by competent engineer authority.  (ii) The contractor should have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by 70 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

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	(b) For Contractors not enlisted with MES	<p>(i) Contractor not enlisted with MES should meet the enlistment criteria of ‘A’ Class MES contractor &amp; category <b>b(i) (Low tension electric Works (upto 1100 volts)</b> i.e i.e. with regard to having satisfactorily completed 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 &amp; 1.5 of Section 1 of MES Manual of Contracts 2020 as available in all MES formations as well as MES website (<a href="http://www.mes.gov.in">www.mes.gov.in</a>).</p> <p>(ii) 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) Detail of work completed and under progress in MES be submitted in the following format:-</p> <table><tr><td>Srl No</td><td>CA No and Name of work</td><td>Value of CA</td><td>Date of commencement</td><td>Date of completion</td><td>Extended date of completion</td></tr></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> <p>(vi) 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.</p>	Srl No	CA No and Name of work	Value of CA	Date of commencement	Date of completion	Extended date of completion
Srl No	CA No and Name of work	Value of CA	Date of commencement	Date of completion	Extended date of completion			
9	Tender Issuing and Accepting Officer	<b>Chief Engineer Lucknow Zone, Lucknow</b>						
10	Executing Agency	<b>GE (I) Kanpur</b>						
11	Earnest Money	<p><b>Rs. 4,59,000.00</b> in the form of Deposit at call Receipt (FDR not acceptable) from any Scheduled bank <b>in favour of GE (I) Kanpur.</b> (Copy to be uploaded online and original to be submitted offline within 5 five days of bid submission end date). Earnest Money Deposit exempted for contractors enlisted with MES in Class ‘B’.</p> <p><b>EMD in the following forms are also acceptable :-</b></p> <p>(i) Government Securities</p> <p>(ii) Deposit Receipts of the State Bank of India and its Subsidiaries or other Nationalised banks and Scheduled banks.</p> <p>(iii) Post Office cash certificates</p> <p>(iv) Post Office Saving Bank Account pass book.</p> <p>(v) National Savings Certificates (NSC)</p> <p><b>Notes:-</b></p> <p>(i) The above form of securities deposit shall be pledged in favour of <b>GE (I) Kanpur .”</b></p>						

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12	Performance Security Deposit	An amount equivalent to 5% of the contract sum shall be deposited by contractor (either enlisted or un enlisted) within 28 days of receipt of notification of acceptance (AOC) in prescribed form as specified in condition 19 of IAFW-2249. Failing which the contract shall be cancelled and EMD submitted by un enlisted contractor shall be forfeited. In case of enlisted contractor the amount equal to earnest money as mentioned under para 11 above shall be deposited by contractor through MRO in Government treasury. Issue of tender to such tenderer shall remain suspended till the aforesaid amount equal to earnest money is deposited in Government treasury. In case contractor fails to deposit the money through MRO, it shall be deducted from his standing security held with the govt.
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**NOTES:-**

1. **PRE QUALIFICATION CRITERIA (PQC)**

**Eligibility Criteria:** Following details shall be provided by the all tenderer (MES Enlisted Contractors and Un -enlisted contractor) along with the Bid **(Cover-1)**.

**(a) 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 :-**

- (i) One work of capacity not less than 80% of capacity specified in the NIT  
or
- (ii) Two works of capacity not less than 50% of capacity specified in the NIT  
or
- (iii) Three works of capacity not less than 40% of capacity specified in the NIT

**Notes:-**

- (i) In a tender, the eligible solar power firms can either bid as direct participant/ bidder or under MoU with MES enlisted /un-enlisted contractors, but can not bid simultaneously for the same tender as direct participant/ bidder as also under MoU with MES enlisted/ unenlisted contractors.
- (ii) MoU will be permitted between one eligible solar power firm and one MES enlisted / unenlisted contractor, bidding for the same tender.
- (iii) In case any violation of condition at note no. (i) and (ii) above is noticed, all such bids shall be treated as invalid.

2. (a) 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 fulfillment 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 fulfill the criteria of up gradation 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 fulfill the criteria of up gradation shall also upload the requisite information/documents in support of up gradation. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.

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(b) 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 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.

(c) 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.

**(d) Contractors enlisted with MES will upload following documents in cover 1 for checking eligibility: -**

- (i) Application for tender on Firm's letter head.
- (ii) Enlistment letter issued by the Registering Authority duly renewed for the cycle period in vogue.
- (iii) 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.
- (iv) Scanned copy of Goods and Services Tax (GST) Registration Number details.
- (v) Scanned copy of Employee provident Fund code Number details.
- (vi) Bidder shall upload scanned copy of Integrity Pact (IP) in cover 1 (Technical Bid) duly signed all the pages of pact by the authorized signatory of the firm.
- (vii) Similar nature of works completed as per criteria Notes 1(a) in hereinbefore in NIT mentioned.
- (viii) **Requisite MOU with eligible solar power firm having ratings 1A/1B/1C/2A/2B/2C or themselves are having requisite rating by rating agency mentioned here-in-before.**
- (ix) Any other document required as described in this Annexures.

**(e) Contractors not enlisted with MES will be required to upload following documents in Cover 1 for checking eligibility:-**

- (i) Application for tender on Firm's letter head.
- (ii) Scanned copy of DD/ Bankers cheque toward cost of tender and Earnest Money Deposit (EMD) instrument.
- (iii) 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.
- (iv) 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.
- (v) Details of works being executed in MES, if any.
- (vi) Scanned copy of Goods and Services Tax (GST) Registration Number details.
- (vii) Scanned copy of Employee Provident Fund code Number details.
- (viii) Bidder shall upload scanned copy of Integrity Pact (IP) in cover 1 (Technical Bid) duly signed all the pages of pact by the authorized signatory of the firm.
- (ix) Similar nature of works completed as per criteria Notes 1(a) in hereinbefore in NIT mentioned.

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**(x) Requisite MOU with eligible solar power firm having ratings 1A/1B/1C/2A/2B/2C or themselves are having requisite rating by rating agency mentioned here-in-before.**

(xi) Any other document required as described in this Annexures.

(f) 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.

(g) Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within five days of bid submission end date failing which following action shall be taken:-

(i) In case of tenders from an enlisted contractors 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 Finance Bid. (Cover -2).

(ii) 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).

(iii) 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).

(h) 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.

(j) 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.

(k) 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) i.e. HQ Chief Engineer Central Command (E-8 Section), on email id **jtdgcontceengrll-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.

(l) In case an un-enlisted contractor is already executing two works in MES, he shall not be considered eligible for the subject tender. For this purpose, details of the works being executed by such a contractor shall be checked from the WLR report.

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(m) 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 case 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.

(n) 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 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.

(o) Irrespective of whatever is mentioned in condition 19.3 of IAFW 2249 with regard to suspension of tenders on account of non-submission of Performance Security, issue of tenders to such tenderers shall remain suspended for a period of six months from the date of cancellation of contract under condition 19.3 of IAFW 2249 in case of un-enlisted Contractors. In case of MES enlisted contractor, issue of tenders shall remain suspended till deposit of EMD or six months from date of cancellation whichever is later.

(p) 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.

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

(r) **INTEGRITY PACT:** Scanned copy of Integrity Pact (IP) duly signing all the pages of the pact by the authorized signatory of the firm in token of their agreement to bound the firm by its provision shall be uploaded in cover 1(T Bid) and hard copy to be submitted before opening of T bid. Note that Bidder who fails to upload signed copy of the Integrity Pact (IP) in cover 1 (Technical Bid) then tender issuing office will communicate through short fall documents giving them one more opportunity to submit hard copy of Integrity Pact duly signed. However besides above communication if any bidder fails to deliver hard copy of the IP then their T bid shall not be considered for validation and consequently their financial bid(cover 2) will not be opened.

**(Signature of Contractor)**  
**Dated:**

**HQ Chief Engineer**  
**Lucknow Zone**  
**17, Cariappa Road**  
**Cannt, LUCKNOW**  
**PIN-226002**  
**980999/KAN/T/06/E8 (LZ)**

**(B S Laspal), IDSE**  
**CE**  
**Chief Engineer Lucknow**  
**Zone**

**Dated: 09 May 2025**



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

**Distribution:-**

Hon’y Secy MES BAI (Regd) Flat No. 807, 8 <sup>th</sup> Floor, Sahyog 58, Nehru Place, New Delhi.	MES Builders Association of India Lucknow Centre,9, Nehru Road, Sadar Bazar, Lucknow -226002
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Builders Association of India (Regd) 363, Mutthiganj, Allahabad PIN-211003	Hon’ySecy MES BAI, Post Office Building Gangaghat, Unnao
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Builders Association of India (Agra)  
51/10-G / 11-D, West Arjun Nagar,  
Agra-01  
HQ CE CC Lucknow, CEs Barielly Zone, CE Jabalpur Zone, CE (AF) Allahabad, CE Bhopal  
Zone, CWE Agra, CWE Allahabad, CWE Jhansi, CWE Lucknow, CWE (AF) Bamrauli, GE  
(East) Agra, GE (West) Agra, GE (East) Mathura, GE(West) Mathura, GE (East) Allahabad, GE  
(West) Allahabad, GE (P) Allahabad, GE Faizabad, GE Babina, GE Jhansi, **GE (I) (MES) Kan-  
pur**, GE Talbehath, AGE(I) Fatehgarh, GE (E) Lucknow, GE (W) Lucknow, GE (E/M) Lucknow,  
GE (Project) Lucknow, GE(I)(B/R) Chakeri, GE(I)(E/M) Chakeri, GE(AF) Bakshika Talab.

**Internal:-**

E-2(Plg), E-2 (Des), E-4 Section

Anexxure-I to Appendix A of NIT

**A . CRITERIA FOR FRESH ENLISTMENT**

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

Class	Past Experience of Completed Works in Last 5 years & Average Annual Turn Over (in Rs)	Financial Soundness (in Rs)
(1)	(2)	(3)
'SS'	(a) Two works costing not less than 12.00 crore each. or One work costing not less than 20 crore. and (b) Average annual turn over for two consecutive years shall not be less than 20 crore	(a) Solvent upto 8.00 crore or Financially sound for engagement upto 40.00 crore.  (b) Working capital not less than 75.00 lakh
'S'	(a) Two works costing not less than 7.50 crore each or One work costing not less than 12 crore and (b) Average annual turn over for two consecutive years shall not be less than 12 crore	(a) Solvent upto 4.00 crore or Financially sound for engagement upto15.00 crore  (b) Working capital not less than 50.00 lakh
'A'	(a) Two works costing not less than4.00 crore each. Or One work costing not less than 6.00 crore. and (b) Average annual turnover for two consecutive years shall not be less than 6.00 crore	(a) Solvent upto 2.00 crore Or Financially sound for engagement upto Rs 7.50 crore.  (b) Working capital not less than Rs 30.00 lakh
'B'	(a)Two works costing not less than ` 1.50 crore each. or One work costing not less than 2.50 crore. and (b) Average annual turn over for last two consecutive years shall not be less than ` 300.00 lakh.	(a) Solvent upto`100.00 lakh or Financially sound for engagement upto` 3.00 crore.  (b)Working capital not less than ` 12.00 lakh
'C'	(a)Two works costing not less than ` 50.00 lakh each. or One work costing not less than ` 80.00 lakh. and (b)Average annual turn over for last two consecutive years shall not be less than Rs100.00 lakh.	(a) Solvent upto` 40.00 lakh or Financially sound for engagement upto`100.00 lakh  (b)Working capital not less than ` . 10.00 lakh
'D'	(a)Two works costing not less than ` 25.00 lakh each. or One work costing not less than ` 40.00 lakh. and (b) Average annual turn over for last two consecutive years shall not be less than ` 50.00 lakh.	(a) Solvent upto` 20.00 lakh or Financially sound for engagement upto`50.00 lakh.  (b)Working capital not less than ` 7.50 lakh

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'E'	(a) Three works costing not less than Rs7.50 lakh. or Two work costing not less than Rs 10.00 lakh each or	(a) Solvent uptoRs 10.00 lakh or Financially sound for engagement up to Rs 25.00 lakh.  (b)Working capital Rs 5.00 lakh
	One work costing not less than Rs 20.00 lakh. and (b) Average annual turn over for last two consecutive years shall not be less than Rs 25.00 lakh.	

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

Class	Past experience of completed works in last 5 years	Financial soundness	Limit of minimum reserves (See Note 5 below)
'SS'	(a) Two works costing not less than Rs 12.00 crore each. or One work costing not less than Rs 20 crore. and (b) Average annual turn over for last two consecutive years shall not be less than Rs 20 crore	Solvent upto Rs 8.00 crore or financially sound for engagement upto Rs 40.00 crore  (b) Working capital not less than Rs 75.00 lakh	Rs.120.00 lakh
'S'	(a) Two works costing not less than Rs 7.50 crore each or One work costing not less than Rs 12 crore and (b) Average annual turn over for last two consecutive years shall not be less than Rs 12 crore	(a) Solvent upto Rs 4.00 crore or Financially sound for engagement upto Rs 15.00 crore  (b) Working capital not less than Rs 50.00 lakh	Rs 80.00 lakh
'A'	(a)Two works costing not less than Rs 4.00 crore each. or One work costing not less than Rs6.00 crore. and (b)Average annual turn over for last two consecutive years shall not be less than Rs 6.00 coror	(a) Solvent upto Rs 2.00 crore or Financially sound for engagement upto Rs 7.50 crore.  (b)Working capital not less than Rs 30.00 lakh	Rs 75.00 lakh
'B'	(a)Two works costing not less than Rs 1.50 crore each. or One work costing not less than Rs2.50 crore. or Average annual turn over for last two consecutive years shall not be less than Rs 300.00 lakh	(a) Solvent upto Rs 100.00 lakh or Financially sound for engagement upto Rs 3.00 crore.  (b)Working capital not less than Rs 12.00 lakh	Rs 60.00 lakh

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‘C’	(a)Two works costing not less than Rs50.00 lakh each. or One work costing not less than Rs 80.00 lakh. or Average annual turn over for last two consecutive years shall not be less than Rs100.00 lakh.	(a) Solvent upto Rs 40.00 lakh or Financially sound for engagement upto Rs 100.00 lakh  (b)Working capital not less than Rs. 10.00 lakh	Rs 25.00 lakh
‘D’	(a)Two works costing not less than Rs 25.00 lakh each. or One work costing not less than Rs 40.00 lakh. or Average annual turn over for last two consecutive years shall not be less than Rs 50.00 lakh	(a) Solvent upto Rs 20.00 lakh or Financially sound for engagement upto Rs 50.00 lakh.  (b)Working capital not less than Rs 7.50 lakh	Rs 12.50 lakh

**Notes:-**

1	Authority competent to enlist shall be called Registering Authority.
2	The categories for enlistment shall be decided on the basis of nature of works executed by Contractor. Contractors who have experience of executing of Prefab/Pre- Engineered Structures and fulfil other criteria, shall also be eligible for enlistment in category a(i). At the time of renewal, contractors already enlisted in Cat (a) (i) Building & Roads, shall be enlisted in Cat (a) (i) Building works & (a) (v) Roads. In case of E class contractors, Registering Authority shall issue suitable amendments to enlistment letters in respect of separate categories for buildings works ie a(i) and roads i.e. a(v) without any application from contractor.
3	For enlistment/up gradation/renewal/reclassification etc, in category (b) Electrical Engineering Works (i) to (iii), a declaration/undertaking shall be obtained from the applicant contractor in affidavit form whereby the contractor shall undertake to either obtain valid Electrical License of required class in its name or engage an agency having valid Electrical Licence of required class through MoU (Memorandum of Understanding) for execution of all electrical works as well as works under category (c) [including its sub categories (i) to (vii)] and the category (d)(v) to the extent Rule 29 under Part III of Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2010 is applicable either in full or part of the scope of work of contract awarded to him and that all such electrical works shall be executed by him through such agency only (either self or other agency) having valid Electrical Licence of required class from State /Union Territory Authorities where works are to be executed.
4	Working capital with the Contractor shall be judged from balance sheet/bank’s certificate as per Appendix 1.3 / bank statement for last 6 month/overdraft or cash credit facility from bank/fixed deposit receipts with banks.
5	The requirements of minimum reserves are applicable for enlistment related process of existing contractors i.e. Change in constitution/Renewal /Reclassification (Revision in Monetary Limit) etc, if they have contracts in hand not having Performance Security provisions, till their contracts are completed and their Final Bills do not become MINUS. For this, these contractors will submit affidavit on non-judicial stamp paper of appropriate value (minimum value Rs. 100) declaring that all their contracts without Performance Security provisions are completed and the Final Bills are not MINUS. Immovable/movable property (minimum reserve) shall be exclusively in the name of Contractor and not in the name of family members/relatives/others. In case of Limited companies, immovable/movable property (considered for minimum reserve) shall be exclusively in the name of Company and should be reflected in the Balance Sheet of the Company.

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6	“Last two consecutive years” shall mean immediate last two consecutive financial years reckoned from the date of application for upgradation. Two consecutive years for the purpose of fresh enlistment shall mean any of the two consecutive financial years in last Five Financial Years preceding the date of application for enlistment. For documents in support of works experience, TDS certificate for IT/Sales Tax/VAT/GST shall also be asked from applicant firms. All documents related to works experience and turnover (except Form 26 AS and portal generated GST return) shall be got independently verified from the client/issuing authority. Registering Authority may seek clarification from the Chartered Accountant in case of any doubt. Annual turnover to be considered for enlistment purpose shall mean the turnover from all businesses carried out by the applicant firm in relation to construction work related to categories of works for which the enlistment is being sought. It may be total turnover as shown in the audited balance sheet or part thereof. Necessary clarification shall be obtained from the Chartered Accountant whose audited balance sheet is submitted by the applicant firm in case considered necessary by the Registering Authority.
7	Upgradation of enlisted contractor shall be done gradually in stages. Before a contractor is considered for upgradation, he should have worked at least for two years in the present tendering limit and should meet the criteria laid down. Normally up-gradation will be done only to one next higher class at a time. However, if performance of any particular contractor is of very high order and Registering Authority considers upgradation of such contractor by more than one class justified, the same shall be done only with prior approval of E-in-C's Branch. Following considerations shall be applied to ascertain whether the performance of contractor is of very high order or otherwise:
	(a) Contractor has completed works, value of which is more than 1.25 times the requirement in which the upgradation is being considered.
	(b) Average Annual Turnover of the contractor is more than 1.25 times the requirement in which the upgradation is being considered.
	Example: For a contractor enlisted in class ‘C’ having tendering limit of 100 lakh, proposed to be upgraded to class ‘B’ having tendering limit of 3.00 crore, minimum value of works completed and turn over shall be as under:-
	Two works completed costing not less than 1.50 crore each Or One work costing not less than 2.50 crore Or Average annual turnover 3.00 crore
	(c) Average marks secured in Performance Reports (Stage-II) for the works completed in last five years shall not be less than 70%. Where report for any work is not available, it will be deemed to contain only 60% average marks.
8	Contractors of ‘A’ class and above only shall be eligible for enlistment in categories (a) (iii) Runways and Pavements and (a)(iv) Marine and Harbour Works subject to prior approval of E-in-C
9	The criteria laid down above for enlistment/ upgradation may be relaxed in the case of contractors whose performance has been found to be of a very high order. Such relaxation may, however be given only with the prior approval of E-in-C's Branch.
<b>(B)</b>	Documents required to be submitted by the contractor for enlistment in MES.
	(a) Application for enrolment as contractor on IAFW-2190 (Revised 2020). Colored Photographs affixed on application shall be self-attested.
	(b) Affidavit for constitution of firm
	(c) List of works executed during last five years (As per Appendix 1 2) including copies of Work Orders/Work allotment letters, Copies of completion certificates and form 16 A/TDS certificate for GST (GSTR-7A).

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	(d) Annual turnover certificate duly supported with audited balance sheet. The turn over certificate must bear the UDIN (Unique Document Identification Number). The turn over certificate and audited balance sheet should be from same Chartered Accountant. In case balance sheets are not audited, Form 26 AS and /or Annual GST return shall be forwarded in support of turnover.
	(e) Audited balance sheet of last five years in case of Limited companies
	(f) Solvency certificate from scheduled bank as per specimen given in Appendix-1.3
	(g) Working Capital certificate from scheduled bank as per specimen given in Appendix-1.3.
	(h) Affidavit from contractor that there is no Government dues/ recovery outstanding against him. If there is any Government dues/recovery outstanding from the contractor, enlistment/ upgradation shall not be carried out.
	(j) Affidavit from contractor giving brief details of arbitration / litigation cases he was involved in. Registering Authority will critically examine such details and if contractor is considered habitual litigant, his enlistment/ upgradation shall not be carried out. Contractor shall be deemed to be a habitual litigant if he moves the court more than once ignoring arbitration clause and court does not uphold his view.
	(k) Two self-attested photographs of Proprietor/Partners/ Directors of firm for verification of character and antecedents from the police authorities. Places where online police verification process is available, the contractor will carry out police verification of the Proprietor/Partners/Directors and submit the verification reports for cross verification by the Department. Alternatively the contractor may submit a copy of valid passport issued by Govt of India.
	(l) Copy of partnership deed in case of partnership firm.
	(m) Memorandum and Articles of Association in case of Limited Companies.
	(n) Copy of Registration Certificate of firm with Registrar of Companies/Register of firms
	(o) Affidavit that no near relative(s) of the contractor or his/their employees/agents is/are working as Gazetted/ Commissioned Officer(s) in MES/ Corps of Engineers/Ministry of Defence. If the near relative(s) is/are working in such capacity in any formation upto Zonal CE/CCE, he/ they shall furnish details. The contractor shall not be entitled to tender for the works in entire area of CE Zone/CCE.
	(p) Affidavit that no near relative(s) of the contractor or his/their employees/agents is/are working as Junior Engineer(s) in MES/Corps of Engineers. If his near relative(s) is/are working in such capacity in any formation upto CWE/ GE(I) office, the contractor shall furnish details. The contractor shall not be entitled to tender for the works in entire area of that CWE/GE(I).
	(q) Copy of power of attorney/Resolution of the Board in favour of any Partner/ Director of the firm.
	(r) Copy of immediate last Income Tax Return.
	(s) A separate sheet containing specimen signatures (signed in black ink) and affixed with photographs of Proprietor/Partners/Directors (to be used as Appendix B of enlistment letter).
	(t) Self-attested copy of PAN Card of Proprietor, Partners, Directors and the firm/ Company.
	(u) Self-attested copies of GST registration, EPFO registration and ESIC registration certificates

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

Annexure -I to Appx “A” of NIT

LIST OF WORKS EXECUTED AND COMPLETED DURING THE PRECEDING FIVE YEARS IN CENTRALGOVT/STATE GOVT/PSU/AWHO/AFNHB/CGEWHO

Sl. No	CA NO & Name of work	Amount of Contract	Formation viz CE, CWE,GE or office of other Deptt. Including their Complete Postal Address Fax No. and email ID	Date of Com-mencement	Original/ Scheduled date of comple-tion	Actual date of comple-tion	Whether invoked Arbitration/ Litigation. If yes the outcome of the same	Re-marks
1	2	3	4	5	6	7	8	9

Appendix-1.3.

Bank Address and Code No.

FORM OF SOLVENCY CERTIFICATE FROM THE NATIONALISED/ SCHEDULED BANK

This is certified that to the best of our knowledge and information Shri/Smt.....having address....., a customer of our bank are/is respectable and can be considered solvent upto Rs..... (Rupees .....)/financially sound for any engagement upto Rs..... (Rupees .....). This certificate is issued without any guaranteeor responsibility on the bank or any of the officer(s).

(Signature) Name,  
Designation and Personal Code No of Signatory& Seal of bank  
Complete Postal Address,  
Telephone No, e-mail ID of Branch

FORM OF WORKING CAPITAL CERTIFICATE FROM NATIONALIZED/ SCHEDULED BANK

This is certified that Shri/Smt.....having address.....has /have been maintaining a Saving Bank Account /Current Account/ Fixed Deposit Account with this Branch of bank since.....and the firm is having working capital of approximately Rs ..... and/ or the firm is enjoying overdraft/credit facilities upto limit of Rs ..... This certificate is issued without any guarantee or responsibility on the bank of any or the officer(s).

(Signature) Name,  
Designation and Personal Code No of Signatory& Seal of bank  
Complete Postal Address,  
Telephone No, e-mail ID of Branch

Note:In case of partnership firm, certificate shall include names of all partners as recorded with the bank.



**GUARANTEE BOND**

(to be used by approved Scheduled Banks)

“ In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt (hereinafter called “the said Contractor (s)”) form the demand, under the terms and conditions of an Agreement dated.....made between ..... an .....for.....(hereinafter called “the said Agreement”), of performance security deposit for the due fulfillment by the said contractor s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. .... (Rupees.....only), we, .....Bank Ltd. (hereinafter referred to as ‘the Bank”) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We.....Bank Ltd. Do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor’s (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We ..... Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....(Office/Department), Ministry of .....certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made to us in writing on or before the .....we shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank Ltd. further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We.....Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the .....day of .....2024  
For ..... Bank Ltd.

**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORIZED TO SIGN THE RELEVANT CONTRACT ON BEHALF OF MES**  
**INTEGRITY PACT**

**General**

1. Whereas the President of India, represented by Chief Engineer (CE) / Chief Construction Engineer (CCE) / Commander Works Engineer (CWE)/ Garrison Engineer (I) (GE (I)) /Garrison Engineer (GE) hereinafter referred to as Principal / Owner and the first part, has floated the Tender (**NIT No. 980999/KAN/T/06 /E8(LZ) dated 09 May 2025**) and intends to award, under laid down organizational procedure, contract for **PROVN OF ROOF TOP SOLAR PLANT TALLING 800 KW AT CERTAIN BUILDINGS AT KANPUR**

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 carry out the works / services.

2. Whereas the Bidder is a Proprietorship Concern / Partnership Firm / Limited Liability Firm / Private Limited Company / Limited Company / Joint Venture constituted in accordance with the relevant law in the matter and the Principal / Owner is Chief Engineer (CE) / Chief Construction Engineer (CCE) / Commander Works Engineer (CWE)/ Garrison Engineer (I) (GE (I)) /Garrison Engineer (GE) 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, organization or third party related to the contract, in exchange for an advantage; in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

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

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

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

### **Commitments of Bidders**

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

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

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

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

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

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

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

### **7. Previous Transgression**

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

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

### **8. Company Code of Conduct**

8.1 Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical 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 one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal / Owner to take all or any one of the following actions, wherever required:-

- (i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (ii) Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal / Owner, in case contract is not awarded to the Bidder and the Principal / Owner shall not be required to assign any reason therefore. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal/Owner shall be deducted from any amount held with the Department/any payment due.
- (iv) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.
- (v) To encash the Performance Security furnished by the Bidder.
- (vi) To cancel all or any other Contract(s) with the Bidder.
- (vii) To temporarily suspend or temporarily debar / permanently debar the bidder as per the extant policy.
- (viii) If adequate amount is not available in the present tender /contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal / Owner in connection with any other contract for any other works/services.
- (xi) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal / Owner, or alternatively if any close relative of an officer of the Principal / Owner has financial interest/stake in the 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**

10.1 Details of IEM’s nominated by E-in-C’s Branch are as follows:-

Srl No	Name	e-mail id
(a)	Shri Narayan Murthy Ganapathy, IFoS (Retd) 3/268, Vipul Khand, Gomtinagar, Lucknow-226010 Mob No. 9415147429	<a href="mailto:gana.narayan@yahoo.com">gana.narayan@yahoo.com</a>
(b)	Shri Lalatendu Mohanti, IPS (Retd) A-1 Tower-5 New Motibagh, New Delhi-110023 Mob No. 9717095659	L.mohanti@gmail.com

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

Srl No	Name and address	e-mail id & Phone no
(a)	Shri P K S Sengar, Director(Contracts) Room No. 158 Dte of Contract Management Engineer-in-Chief’s Branch Kashmir House, Rajaji Marg, New Delhi-110011	<i>dircont1einc-mes@nic.in</i> Tel No (Office) : 011-23019154, (Mobile) : 9131948501

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

10.4 If the IEMs need to peruse the relevant records of the Principal/Owner and/or of the Bidder / Contractor in connection with the complaint sent to them, the Principal/ Owner and/ or the Bidder/ Contractor shall make arrangement for such perusal of records by the

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

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

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

11. **Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal / Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of

the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

12. **Law and Place of Jurisdiction**

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

13. **Other Legal Actions**

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

14. **Signing of Integrity Pact on behalf of Bidder**

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

(b) Partnership firm – The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.

(c) Limited Liability firm – The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.

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

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

15. **Validity**

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

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

**INTEGRITY PACT**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUB: CA NO. CELZ/KAN/T-01 OF 2025-26: PROVN OF ROOF TOP SOLAR PLANT TO-  
TALLING 800 KW AT CERTAIN BUILDINGS AT KANPUR**

Dear Sir,

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

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

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

Yours faithfully

Chief Engineer (CE) / Chief  
Construction Engineer (CCE) / Commander  
Works Engineer (CWE)/ Garrison Engineer (I)  
(GE (I)) /Garrison Engineer (GE)

**INTEGRITY PACT**

To

Chief Engineer (CE) /

Chief Construction Engineer (CCE) /

Commander Works Engineer (CWE)/

Garrison Engineer (I) (GE (I)) /Garrison Engineer (GE)

**SUB: CA NO. CELZ/KAN/T-01 OF 2025-26: PROVN OF ROOF TOP SOLAR PLANT TO-  
TALLING 800 KW AT CERTAIN BUILDINGS AT KANPUR**

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 authorized signatory of the Bidder)