

MILITARY ENGINEER SERVICES NOTICE INVITING TENDER (NIT)

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. The estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less, a tenderer/bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.
4. Contractors whose names are on the MES approved list and within whose financial category the estimated amount would fall, and unenlisted contractors may submit the tender/bid subject to other criteria mentioned in Appx 'A'. However, in case of term contracts, enlisted contractors of class 'SS' to 'E' may submit the tender. Not more than one tender/bid 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/proprietary/ 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 PATHANKOT ZONE, PATHANKOT** will be the Accepting Officer here in after referred to as such for purpose of the contract.
6. The Technical Bid and Financial Bid (Cover 1 and Cover 2) shall be uploaded by the tenderer/bidder on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment details and other documents as specified in Appx 'A' shall be upload 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 cover-1. 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.
7. 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.
8. In case of contractor who has not executed the standing security Bond, the cover-I shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of concerned CCE/GE/GE(I)/AGE(I) (see Appendix 'A') by a scheduled Bank or in receipted treasury Challan the amount being credited to the revenue deposit of the concerned CCE/GE/GE(I)/AGE(I) (see Appendix 'A')
9. 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 production by the tenderer bidder a certificate of the Accepting Officer that a bonafide tender/bid was received and all documents were returned.
10. The CCE/GE/GE (I)AGE(I) will either return the Earnest Money to the successful tenderer/bidder by endorsing an authority on the deposite-at-call Receipt for its refund on receipt of an appropriate amount of Security Deposit or will retain the same in part or full on account of Security deposit if a such a transaction is feasible.
11. 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, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer/bidder at the office of Accepting Officer and concerned GE/GE (I)AGE (I) during working hours.

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12. The tenderers/bidders are advised to visit the site of work by making prior appointment with GE/GE (I)/AGE (I)/CCE/Project Manager who is also the Executing Agency of the work (see appendix 'A'). The tenderers/bidders are deemed to have full knowledge of all relevant documents, samples, site etc. Whether they have inspected them or not.
13. Any tender/bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever is liable to be rejected.
14. The uploading of bid implies that bidder has read this notice and the conditions of contract and has made himself aware of the scope and specification of work to be done and of the condition and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.
15. Tenderers/bidders must be in possession of a copy of the MES standard Schedule of Rates [SSR](see appendix 'A') including amendments and errata thereto.
16. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/bidder, even of enlisted contractors of appropriate class, merely by virtue of enclosing DD. Accepting officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant/bidder. 'T' bid validation shall be decided by the Accepting officer based on, inter alia, capability, of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of this 'T' bid assigning reasons thereof through the eprocuremes website, The applicant contractor/bidder if he so desire may appeal to the next higher Engineer authority viz CHIEF ENGINEER WESTERN COMMAND, CHANDIMANDIR on email id dydrcontceengrcl-mes@gov.in with copy to the Accepting officer on email before the scheduled date of opening of Finance Bid. The decision of the Next higher Engineer Authority (NHEA) shall be final and binding. The contractor/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
17. The Accepting officer reserves the right to accept a tender submitted by a public undertaking, giving a price preference over other tender (s)/bids which may be lower, as are admissible under the government policy. No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/bid is rejected.
18. Accepting officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
19. If original DD against tender cost is not received from MES enlisted contractors within a period of 5 (five) days from the Bid submission end date and time, subject to satisfying other prequalifying criteria, the financial bid shall be opened. The amount of cost of tender shall be recovered from any amount due to the MES enlisted contractor. Failure of non submission of hard copy of DD tantamount to willful negligence with ulterior motive and therefore the tenderer shall be barred to tender during the period of 6 (six) months commencing from the date of opening of financial bid and in case of un-enlisted contractors, if original DD is not received within the time stipulated above, the cover 1 ('T' bid) shall not be validated for opening of financial bid. Name of such contractors alongwith complete address shall be circulated to all MES formations for non opening of bids for the period of six months commencing from date of opening of financial bid.
20. Tenderers who have failed to submit original DD pertaining to Earnest Money deposit (whether un-enlisted or enlisted who has not lodged Standing Security Deposit) by stipulated date, shall be declared ineligible for opening of Financial Bid.

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21. It is mandatory on the part of tenderers who want to participate in tendering for the work located in J&K State to have Employees Provident Fund Code number of J&K State for execution of work in J&K State. The tenderers of J&K area who are not in possession of this number shall be disqualified in 'T' bid evaluation and their cover No. 2 (Financial bid) shall not be opened, if the Provident Fund Code number is not uploaded. The tenderers of outside of J&K area can participate in tender for the works located in the State of J&K by submitting EPF code number obtained for the rest of India. However before acceptance of their bid they will have to submit proof of application given for allotment of EPF code number in the State of J&K and they will not be entitled for any payment unless they submit EPF code number of J&K.

22. In the present system of e-tendering, the financial bid of the tenderer is frozen on the last date of bid submission / extended date of bid submission. Any revocation /withdraw/change of bid after submission of last date and time shall be considered as revocation of bid and financial penalty as stipulated in tender shall be levied to the bidder.

23. The tenderer is supposed to check, if any revised BOQ has been uploaded and quote in revised BOQ only. Thus uploading quotation/ bid in pre-revised BOQ shall be considered as a willful negligence by the bidder and his quotation shall be considered as "NON-BONAFIED"

24. **UPLOADING OF GST REGN NO:-** :- It is mandatory for the tenderers to upload their GST registration number along with the 'T' bid. This will be one of the criteria for qualifying in 'T' bid. The contractors who do not upload or submit their GST registration No. before opening of financial bid, shall be disqualified in the 'T' bid evaluation and their financial bid shall not be opened.

25. This notice inviting tender (NIT) including Appendix 'A' shall form part of the contract.

Signature of Contractor

Chief Engineer
Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1	Name of work		PROVN OF ROOF TOP SOLAR PLANTS OF CAPACITY 350 KW AT SAMBA MIL STN UNDER GE SAMBA
2	Estimated Cost	:	Rs. 186.00 Lakhs (As par Market)
3	Period of completion	:	66 (Sixty six) Months <u>Phase - I</u> :- Main Project work as catered in Sch 'A' and BOQ item No.1 to 20 - 03 (Three) Months <u>Phase - II</u> :- Outsourcing of services for Manning and Operation of Rooftop Solar Power plants – 24 months (During Defect liability Period ; from the date of handing over of site after Completion of Phase-I) <u>Phase - III</u> :- Outsourcing, Manning & Operation including comprehensive maintenance - 36 months (from the date of handing over of site after Completion of Phase-II)
4	Cost of tender documents	:	Rs 1000/- in the shape of DD / Bankers cheque from any Scheduled bank in favour of GE Samba payable at Samba (Note:In case of retendereing, the contract or who had quoted in the previous call is not required to submit the cost of tender)
5	Website/Portal Address	:	www.defproc.gov.in
6	Type of Contract		The tender shall be based on drawings, specifications, (IAFW- 1779-A) and General Conditions of Contract (IAFW-2249) with BOQ (list of items of work) to be priced by tenderer. The Tenderer are required to quote their rates against each item of BOQ
7	Time line details:		
	Bid Submission start date Last date of bid submission Date of bid opening	:	Refer critical dates on the website
8	EligibilityCriteria		
	(a) For MES enlisted contractors.	:	Contractor shall satisfy the following: - (i) Enlistment in MES in Class 'B' and above as per MES enlistment rules. (ii) Shall not carry adverse remarks in Work Load return Or any similar report circulated by the competent engineer authority. (iii) The Enlisted contractors who themselves are the registered solar vendors and are registered as a vendor on the 'PM Surya Ghar : Muft Bijli Yojana' National portal and shall have a cumulative total installed capacity of not less than the capacity specified herein after, duly verifiable from the portal records and Pre-qualification criteria specified in Para 9 here in after shall be fulfilled. OR The enlisted contractor should have MoU with solar power firms who are registered as a vendor on the 'PM Surya Ghar : Muft Bijli Yojana' National portal and shall have a cumulative total installed capacity of not less than the capacity specified herein after, duly verifiable from the portal records and Pre-qualification criteria specified in Para 9 here in after shall be fulfilled.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)**8. Eligibility Criteria (Contd...)**

(b) For contractor not enlisted with MES.

- :
- (a) Contractor not enlisted with MES should meet enlistment criteria of 'B' class 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 requirement 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)
- (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.
- (iii) Not suspended/debarred/blacklisted (either permanently or temporarily) form participated in any bid or for business dealing 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.
- (iv) Details of works completed and under progress in MES be submitted in the following format:-

Srl No	CA No & Name of work	Value of CA	Date of Commencement	Date of completion	Extended Date of Completion

- (v) Un-enlisted Contractors 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 MES.
- (vi) The contractor should have MoU with solar power firms who are registered as a vendor on the 'PM Surya Ghar : Muft Bijli Yojana' National portal and shall have a cumulative total installed capacity of not less than the capacity specified hereinafter, duly verifiable from the portal records and Pre-qualification criteria specified in Para 9 here in after shall be fulfilled.

OR

The contractors who themselves are the registered solar vendors and are registered as a vendor on the 'PM Surya Ghar : Muft Bijli Yojana' National portal and shall have a cumulative total installed capacity of not less than the capacity specified herein after, duly verifiable from the portal records and Pre-qualification criteria specified in Para 9 here in after shall be fulfilled.

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9. TECHNICAL PRE-QUALIFICATION CRITERIA (PQC) :- The Contractor if applying as single entity or Solar Power Firm entity into MoU with Contractor should have experience of having successfully completed & commissioned Roof Top 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 :-

(aa) One similar work of capacity not less than 280 KW specified in the NIT

OR

(ab) Two similar works of capacity not less than 175 KW specified in the NIT

OR

(ac) Three similar works of capacity not less than 140 KW specified in the NIT

Notes :-

(a) In a tender, the eligible solar power firms can either bid as direct participant/ bidder or under MoU with MES enlisted /unenlisted contractors, but can not bid simultaneously for the same tender as direct participant/ bidder as also under MoU with MES enlisted/ unenlisted contractors.

(b) MoU will be permitted between one eligible solar power firm and one MES enlisted / unenlisted contractor, bidding for the same tender.

(c) In case any violation of condition at (a) and (b) above is noticed, all such bids shall be treated as invalid.

(d) It is mandatory for all contractors participating in selection process to upload the list of works executed in the format specified alongwith copies of completion certificates for experience criteria for 'Installation of roof top solar plant'

(e) 'Similar' works shall mean :- "Design, Supply, Installation, Testing and Commissioning of solar power plants, including associated electrical works, successfully completed in MES/ any Central Government department/ State Government department / Central or State PSU".

(f) Production and verification of satisfactory performance report of the respective qualifying work(s) with supporting documents shall be essential requirement during scrutiny of PQC. Certificates shall be accepted only after due scrutiny and verification from concerned department. Contractor shall upload all the relevant documents viz. List of similar works executed including copies of Work Orders/ Work allotment letters, Certified copies of completion certificates and Performance report for scrutiny of meeting the PQC.

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10	Tender Issuing and Accepting Officer	(i) Smt Madhurima Bhattacharya, EE(QS &C), Dy Dir (Contracts) (ii) Sh. Rajneesh Chandra Chief Engineer Headquarters Chief Engineer Pathankot Zone Military Engineer Services, Pathankot Zone Tele :0186-2235863 E mail:cezp2-mes@nic.in
11	Executing Agency	GE Samba
12	Earnest Money	Rs. 2,61,000.00 in favour of GE Samba in the form of deposit as call receipt, FDR shall not be accepted.

NOTES :-

1. In case after opening of Cover-1, the number of MES enlisted contractors of eligible class as well as eligible un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT is less than 7 (Seven), applications in respect of MES contractors of one classes below the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore MES contractors' one class below may also bid for this tender. **Such contractors (contractors of one class below the eligible class) shall not be considered in case their present residual work in hand is more than FIVE TIMES their present tendering limit.** However in case such contractors fulfil the criteria of upgradation to the stipulated eligible class based on past experience of completed works (individual work experience and/or average annual turnover, as applicable) and financial soundness (solvency/financial soundness and working capital), the ceiling of present residual work will not apply and they will be considered for issue of tender. Such bidders shall upload in their Cover-1 bid details related to residual work in hand like details of works in hand showing names of work, names of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such contractors, if claim to fulfil the criteria of upgradation shall also upload the requisite information/documents in supports of upgradation. These details shall be verified by the tender issuing authority from concerned formations in case bids of such contractors are considered for evaluation.

2. In case after opening of Cover-1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT, are 7 (Seven) or more, applications of only those one class below the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of 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-I.

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3. Unenlisted contractor shall be considered provided he meets the criteria. Foreign firms shall not be eligible for this tender. However Indian Firms having foreign national / Indian nationals staying abroad/Indian national having taken foreign citizenship, as director (s) shall be considered subject to security clearance from the concerned authorities.
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. Documents for Pre-Qualification Criteria.
 - e. 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 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 I of MES Manual on Contracts 2020.
 - e. Details of works being executed in MES, if any.
 - f. Documents for Pre-Qualification Criteria.
 - g. 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.

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7. Contractors should ensure that their original physical DDs and EMD instruments (as applicable) reach the office of Accepting Officer within **07 days** of bid submission end date failing which following action shall be taken.
 - a. In case of tenders from an enlisted contractor of MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender have been uploaded in Cover-1 but physical copies are not received within the stipulated period, their financial bids (Cover-2) will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence of the tenderer with ulterior motives and such tenderer shall be banned from bidding for a period of six months commencing from the date of opening of Financial Bid (Cover-2).
 - b. In case of tenders from unenlisted 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 alongwith complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of Financial bid (Cover-2).
 - c. In case of tenders from enlisted and unenlisted contractors, where scanned copies of instruments for Earnest Money Deposit (as applicable) have been uploaded in Cover-1 but the same are not received in physical form within stipulated period, such tenders shall not qualify for opening of financial bid (Cover-2)
8. Contractor will not be allowed to execute the work by subletting or through power of attorney to a third party/another firm on his behalf. However a contractor can execute the work through power of attorney to sons/daughters/spouse of Proprietor/Partner/Director and firm's own employees, director, project manager **provided they are not having 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, Western Command, Chandigarh on email id **dydrcontceengrcl-mes@gov.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.

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

12. In case the BOQ is revised through the corrigendum and the bidder has failed to quote on revised BOQ (i.e he has quoted on pre revised BOQ), such bid shall be treated as willful negligence by the bidder and his quotation shall be considered non-bonafide. In such cases the lowest tender shall be determined from amongst the valid/bonafide bids only. Accepting Officer may decide whether to re- tender or consider 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 unenlisted tenderer, Earnest Money deposited by him shall be forfeited. In case of MES enlisted tenderer having deposited the Standing Security Bond, an amount equal to the earnest money stipulated in the NIT shall be notified to the tenderer for depositing through MRO and consideration of such tenderer in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary/administrative action shall be taken against such tenderers. In such a situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting tenderer and his related firm if any, shall not be eligible for this tender in second call or subsequent calls. 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 unenlisted Contractor. In case of MES enlisted Contractor, issue of tenders shall remain suspended till deposit of EMD or six months from date of cancellation whichever ever is later.

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.

15. **JOINT VENTURE:-** Joint Venture (JV) Firms as mentioned here-in-after are eligible to participate in the bidding process.

15.1 Joint Venture(JV) shall not comprise more than two firms (called parties of JV). The lead party shall have atleast 60% share of interest in the JV. The other than lead party shall have atleast 30 % share of interest in the JV. The format of agreement is at Annexure 'IV'). The JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit for all tenders mandatorily. Any bid received from JV firm without EMD shall be considered as non- bonafide tender.

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15.2 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.

15.3 Joint Venture shall be allowed for solar plant works.

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

(b) Indian Companies having Director (s) of foreign origin and Indian Companies having Director (s) of Indian origin but residing abroad/ having foreign citizenship shall be permitted to participate in JV. However security clearance from Ministry of Home Affairs in respect of such firms/ director shall be mandatory as per policy.

15.5 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 single unit.

15.6 Parties to the JV shall meet the following laid down criteria for the purpose of forming a JV :-

Criteria	Lead Party	Other than Lead Party	Overall as a JV
Average Annual turnover as per NIT/Tender documents	Min 60 %	Min 30 %	100 %
Technical capacity as per NIT /Tender documents	Min 30 % of Pre-qualification criteria	Min 30 % of Pre – qualification criteria	-

15.7 (i) The JV shall collectively meet the working capital criteria as contained in the NIT/Tender Documents.

(ii) The JV shall collectively meet the Bank solvency/Financial soundness for engagement criteria as contained in the NIT/Tender Documents.

15.8 Both the parties of the JV either individually (single entity of the JV) or collectively (Lead and other than lead) shall fulfil the 100 % of the Technical Qualifying criteria as stipulated in the NIT/Tender Documents.

15.9 Both the parties of the JV shall jointly possess the required T & P , machinery and Engineering/supervision staff. T & P can be either on ownership basis or leasehold as stipulated in the NIT/Tender Documents and documentary proof of the same shall be submitted.

15.10 JV concluded upto the date of bid submission are permitted to apply. Copy of JV should be uploaded alongwith Technical Bid (Cover-I). 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 / taken up of any work in MES.

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- 15.11 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 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-I).
- 15.12 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 15.13 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of JV :-
- (a) In case of non - submission of physical original documents of EMD, parties shall be barred from bidding for six months.
 - (b) Due to default in performance of contract etc, administrative actions as per existing instructions shall be taken.
- 15.14 Any unrealized 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.

Notes :-

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

Chief Engineer
Accepting Officer

No. T-89356/ 24 /E8

Dated : 27 Sep 2025

Headquarter
Chief Engineer
Pathankot Zone
Pathankot-145001

APPENDIX 'B' TO NOTICE OF TENDER (NIT) e-TENDER (Contd.)**ANNEXURE- IV****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 of 20

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.
(hereinafterreferred to as the 'Second Part' which expression shall, unless repugnant to the contextinclude its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred toas 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 respectof the work, and

(C)

(D) 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 purposeof jointly participating in the

Bidding Process for the project.

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

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

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

4. **Role of the Parties.** The Parties hereby undertake to perform the roles and responsibilities as described below:-

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

b Party of the Second Part shall be the Member of the Joint Venture.

5. **Joint and Several Liability.** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms and conditions given in the NIT and Tender Documents.

6. **Field of Expertise.** The Parties do hereby declare that the field of expertise of the parties are as under:-

(a) First Party.....

(b) Second Party.....

7. **Share of Work in the Project.** The parties agree that the proportion of the Contract to be allocated among the parties shall be as follows:-

(a) First Party.....

(b) Second Party.....

8. **Representation of the Parties.** Each Party represents to the other Party as of the date of this Agreement that:-

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

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

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

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

(ii) Violate the Memorandum and Articles of Association, by-laws or other applicable organisational documents thereof.

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

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

(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 be amended by the Parties without the prior written consent of the Accepting Officer.

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by:

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

SECOND PARTY

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

WITNESS - In the presence 1.

.....
.....