

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1.	Name of work	:	PROVN OF ONE MEGA WATT SOLAR POWER PROJECT UNDER GE (I) (P) No 2.
2.	Estimated Cost	:	Rs.605.55 lakhs (At par market)
3.	Period of Completion	:	700 Days
4.	Cost of tender documents	:	Rs.3,000/-(Rupees three thousand only) in the form of DD/ Banker's cheque from any Scheduled bank in favour of GE (I) (P) NO 2 Leh payable at HQ CE LEH ZONE (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	:	www.defproc.gov.in
6.	Type of contract	:	The tender shall be based on drawings and specifications (IAFW-1779A) and GCC (IAFW-2249) with Schedule 'A' partly priced by MES and partly to be priced by tenderer. The tenderers are required to quote their lumpsum amounts for pre-priced parts of Schedule 'A' and quote rates against items of other parts of Schedule 'A'
7.	<u>Time line details:-</u> (a) Bid submission start date (b) Bid submission end date (c) Date of bid opening		Refer critical dates on the website.
8.	Eligibility Criteria (a) For MES Enlisted Contractors	:	Contractor shall satisfy the following : (i) Enlistment in Class 'A', Category 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 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 rating India Pvt. Ltd. And having experience as given at para 8(c) below. (iv) 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 un-enlisted contractors shall also be considered eligible.

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b) For Contractors not enlisted with MES	(i) Contractor shall meet the enlistment criteria of 'A' Class contractor with regard to satisfactorily completion of requisite value works with Central/State Government/Central/State PSUs/AWHO/CGEWHO/ DGMAP, annual turnover, bank solvency, working capital and other requirements given in para 1.4 & 1.5 of section 1 of 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) 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.					
	Details of work 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 the MES.					
	(vi) The Contractor should meet the enlistment criteria of Class 'A' with regard to annual turnover, financial criteria (solvency, working capital) satisfactory completion of similar works and other requirements as per details given in Para 1.4 & 1.5 of section 1 of Manual on Contracts 2020.					
	(vii) Contractor should have MoU with solar power firms of rating1A /1B/ 1C/ 2A/ 2B/ 2C given by CRISIL/ CARE/ FITCH / ICRA/ SMERA/ Brick Work rating India Pvt Ltd. and having experience as given at para 8(c) below. However requirements of MoU is exempted for Contractors who themselves are having requisite rating by rating agency mentioned here-in-before.					

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	(c) Technical PQC criteria		<p>(i) Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.</p> <p>(ii) Definition of "similar work" shall be clearly defined keeping in view the major and critical portion of the work involved in the tender.</p> <p>(iii) For the purpose of value of completed works, the value of previously completed works shall be enhanced @ 7% per year to bring them at par with present cost.</p> <p>(iv) The contractor should have experience of having successfully completed & commissioned Solar power plants in Government Department/ PSU during last seven years ending last day of month previous to the month of bid submission start date, should be either of the following: -</p> <p>Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p>
9.	Tender issuing and Accepting Officer	:	<p><u>Name</u> : Chief Engineer Leh Zone</p> <p><u>Address</u>: HQ CE Leh Zone c/o56 APO</p> <p><u>Contact Detail</u>: Tele: 01982-260108 E-mail: dydircontleh2-mes@gov.in</p>
10.	Executing agency	:	GE (I) (P) No 2 LEH
11.	Earnest Money	:	Rs 6,28,000.00 (Rupees six Lakh twenty eight Thousand Only) in favour of GE (I) (P) No 2 LEH payable at LEH in the form of Deposit at call receipt, FDR not acceptable.

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NOTES:-

1. After opening of cover 1, if the number of MES enlisted **contractors of 'A'** class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT are less than 7 (seven), applications in respect of contractors one class or two class (in case of remote and difficult areas to be decided as per areas to be decided as per list circulated by CE command /ADG) below the eligible class shall also be considered subject to fulfillment of PQC as per Note 1 above and 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. However, a contractor of one/two classes below the eligible class shall not be considered in case their present residual work in hand is more than **FIVE TIMES** their present Tendering limit. Such bidders shall upload in their cover-1 bid details of work in hand showing names of work, names of work, name of Accepting Officers, Contracts amount, dates of commencement and completion and progress as on bid submission date. These details shall be verified by the tender issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.

2. In case after opening of Cover 1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT, are 7 (Seven) or more, applications of only those one 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.

3. Unlisted contractor shall be considered provided he meets the criteria. Foreign firms shall not be eligible for this tender. However Indian Firms having foreign national / Indian nationals staying abroad / Indian national having taken foreign citizenship, as director(s) shall be considered subject 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 cyclic period in vogue
- (c) Scanned copy of DD/Bankers Cheque to ward cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
- (d) Documents required in respect of PQC criteria.
- (e) Scanned copy of GST Registration certificate.
- (f) Integrity Part.
- (g) Joint Venture.
- (h) Any other documents as mentioned in NIT and tender documents.

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

- a. Application for tender on Firm's letter head.
- b. Scanned copy of DD/Bankers cheque to ward cost of tender and Earnest Money Deposit (EMD) instrument.
- c. Copy of Police Verification Report/Police Clearance Certificate/ Character Certificate from the Police Authority of the area where the registered office of the firm is located/notarized copy of valid passport of Proprietor/each Partner/each Director.
- d. All documents required for enlistment in MES for the '**A**' class as per Para 1.5 of Section 1 of MES Manual on Contracts 2020.
- e. Details of works being executed in MES, if any.
- f. Documents required in respect of PQC criteria.
- g. Scanned copy of GST Registration certificate.
- h. Integrity Part.
- i. Joint Venture.
- j. Any other documents as mentioned in NIT and tender documents.

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

7. Contractors should ensure that their original physical DDs and Earnest money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within **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 (Cover2) will be opened. However non-submission of physical copies of cost of tender shall be considered as wilful negligence of the tenderer with ulterior motives and such tenderer shall be banned from bidding for a period of six months commencing from the date of opening of Financial Bid (Cover2).

(b) In case of tenders from unlisted 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 (Cover2).

(c) In case of tenders from enlisted and unlisted 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 from within stipulated period, such tenders shall not qualify for opening of financial bid (cover 2).

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

9. After opening of Cover 1 and during its technical evaluation, in case any deficiency is noticed in the documents required to be uploaded by the tenderer 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 **HQ Chief Engineer Northern Command, Udhampur** on email id dircontceengurl-mes@nic.in with copy to the Accepting Officer on email before the scheduled date of opening of Cover 2. NHEA shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the NHEA shall be final and binding. The tenderer/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

11. In case 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 wilful negligence by the bidder and his quotation shall be considered non-bonfide. 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.

12. 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 of 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 tenderer. 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.

13. Irrespective of whatever is mentioned in condition 19.3 of IAFW 2249 with regard

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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 months from date of cancellation whichever 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. **EMPLOYEES PEOVIDENT FUND CODE** Tenderer's attention is invited that successful bidder has to submit details of EPF code under before placing of work order No.01 by the GE.

16. Court having original jurisdiction over the place from where tender has been issued published shall alone have jurisdiction to decide any dispatch out of or in respect of issued and related to bidding under the tender. After acceptance of tender, condition 72(jurisdiction of courts) shall be applicable.

17. **INTEGRITY PACT** : Scanned copy of Integrity Pact (IP) (as given in **Appendix 'B'** of NIT) duly signed on each page by the bidder(s) shall be uploaded as a part of Tech bid (Cover-1) and original IP duly signed on each page shall be forwarded by post along with the demand draft.

Note 1: Integrity pact is an integral part of contract and both the parties are bound by its provisions.

Note 2: Bid of all bidders who do not upload the signed copy of IP along with the Tech bid (Cover-1) shall be rejected.

18. **Joint Venture:** - Joint bidding Agreement for joint venture (as given in **Appendix -C** of NIT) duly signed on each page by the bidder shall be uploaded as a part of tech bid (Cover-I) and original JV duly signed on each page shall be fwded by post along with demand draft.

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

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

18.3 Both the parties of JV shall jointly possess the required T&P, machinery and engineering/supervisory staff. T&P can be either on ownership basis or leasehold as stipulated in NIT/tender documents and documentary proof of the same shall be submitted. (Other qualification criteria shall be met fully/jointly by both the parties of JV or as a single unit of JV.)

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- 18.4 JV concluded up to the date of bid submission is permitted to apply. Copy of JV should be uploaded. The Department reserves the right to verify the particulars furnished by the applicant JV independently. If any information furnished by the applicant JV is found incorrect and/or misleading and / or false representation and/or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering/taking up of any work in MES. In case any partner of JV happens to be the enlisted contractor of MES, disciplinary action shall also be initiated against the partner as per instructions. Party/ parties to the JV will not be allowed to bid for the same tender in their independent capacity as well as under JV. Also no party will be allowed to bid for the same tender under multiple JVs. In case of violation (party/parties bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid of the party/parties concerned as well as the bid(s) of the related JV(s) shall not be opened (ie shall not be qualified in 'T' bid Cover '1').
- 18.5 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 18.6 No JV shall be allowed for furniture works irrespective of estimated cost. No JV shall be allowed to participate if either or both the parties are banned /adversely remarked in Work Load Return of MES or debarred from tendering by any authority.
- 18.7 (a) Foreign Companies shall not be permitted to participate in JV.
(b) Indian Companies having Director(s) of foreign origin and Indian Companies having Director(s) of Indian origin but residing abroad/ having foreign citizenship shall be permitted to participate in JV However security clearance in such cases shall be processed as brought out in Para 1.1(g) here in before.
(c) Case for security clearance shall be processed to E-in-C's Branch on PRIORITY after opening 'T' bid (Cover-1).
- 18.8 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 along with nomination of leader (Lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.
- 18.9 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of JV: -
(a) In case of non-submission of physical original documents towards cost of tender, EMD - Barring from bidding for six months.
(b) Due to default in performance of contract etc. Administrative action as per existing instructions.
- 18.10 Any unrealised recovery from JV shall be recovered proportionately from the parties in proportion to their percentage share in the JV. If it is not possible to recover proportionate share (partly/ fully) from one party, it shall be recovered from other party.
Note 1: Bid of all bidders who do not upload the signed copy of JV along with the Tech bid (Cover-1) shall be rejected.

180098/ 24 /E8
Military Engineer Services
Chief Engineer Leh Zone
Leh – 901205
Phone No: 01982-260108,
E-mail:dydircontleh2-mes@gov.in
Dated: 23 Oct 2025

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APPENDIX 'B' TO NOTICE OF TENDER (INTEGRITY PACT)**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORIZED TO SIGN THE RELEVANT CONTRACT ON BEHALF OF MES****INTEGRITY AGREEMENT****General.**

1. Whereas the President of India, represented by *Chief Engineer Leh Zone, Leh – 901 205 , c/o 56 APO* (hereinafter referred as the '**Principal/Owner**', and the first part, has floated the Tender and intends to award, under laid down organizational procedure, contract for "**PROVN OF ONE MEGA WATT SOLAR POWER PROJECT UNDER GE (I) (P) NO 2.**" hereinafter referred to as works/ Services and M/s _____ represented by, _____ (which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Contractor and the second part is willing to carryout the works / services.

2. Whereas the Bidder is a Proprietorship Concern / Partnership Firm / Limited Liability 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 Leh Zone, Leh – 901 205 , c/o 56 APO* 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 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 for bearing 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), brokers(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 provision 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 :-

- (a) 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.
- (b) 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.
- (c) 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 there for. 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.
- (d) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.
- (e) To en-cash the performance security furnished by the Bidder.
- (f) To cancel all or any other Contract(s) with the Bidder.
- (g) To temporarily suspend or temporarily debar / permanently debar the bidder as per the extant policy.
- (h) 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.
- (j) 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 or 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 Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (k) 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 the does so, the principal /Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

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

10. **Independent External Monitors (IEMs)**

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

Srl No	Name of IEM	e-mail id
1.	Shri. Narayan Murthy Ganapathy, IFoS(Retd)	Gana_narayan@yahoo.com
2.	Shri Lalatendu Mohanti, IPS(Retd)	L.mohanti@gmail.com

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

Name

E-mail id

Mobile No

:

Shri PKS Sengar, Director (Contracts)

dircont1einc-mes@nic.in

011-23015619

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 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: TENDER ID : 2025_MES_ _1 FOR THE WORK
“PROVN OF ONE MEGA WATT SOLAR POWER PROJECT
UNDER GE (I) (P) NO 2”

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 the MES.

Yours faithfully,

For Chief Engineer

INTEGRITY PACT

To,

Chief Engineer Leh Zone
Pin - 901 205

Sub: **TENDR ID :2025_MES_**

Submission of tender for the work of **“PROVN OF ONE MEGA WATT SOLAR POWER PROJECT UNDER GE (I) (P) NO 2”**

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 enclosed Integrity Pact, which is an integral part of tender documents, 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 this condition 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 the 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)

Annexure–B to Appendix ‘A’ TO NIT

Format for Joint Bidding Agreement for Joint Venture

(to be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this theday of.....20____

AMONGST

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

AND

2..... having its registered office at.....(hereinafter referred to as the ‘Second Part’ which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

- (a) The Military Engineer Services, represented by its (Name of tendering office) and having its office at(hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrator, successors and assigns) has invited bid by its Tender ID No. 2025_MES_ for name of work : **PROVN OF ONE MEGA WATT SOLAR POWER PROJECT UNDER GE (I) (P) NO 2.**
- (b) The Parties are interested in jointly bidding for the tender as member of a Joint Venture and in accordance with the terms and conditions of the tender document in respect of the work, and
- (c) It is necessary condition under the pre-qualifying criteria (PQC) that the parties of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

- 1. **Definitions and Interpretations** : In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the PQC in the Notice Inviting Tender.
- 2. **Joint Venture**
 - (a) The parties do hereby irrevocably constitute a Joint Venture for the purpose of jointly participating in the Bidding Process for the project.
 - (b) The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly.
- 3. **Covenants**

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

The parties here by 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.

Annexure–B to Appendix ‘A’ TO NIT (Contd../-)

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 Works 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 in to this Agreement.

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

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

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

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

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or.

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

(vi)

(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 fulfillment 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.

Annexure–B to Appendix ‘A’ TO NIT (Contd..../-)**10. Miscellaneous.**

(a) This Joint Bidding Agreement shall be governed by Laws of India.

(b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Accepting Officer.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by:

SECOND PART

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

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

WITNESS

In the presence of:

1.

2.

Signature of Contractor

**SSW/Dy Dir (C)/ AD(C)/AAD(C)
For Accepting Officer**

Annexure No. I

ELIGIBILITY CRITERIA FOR UN-ENLISTED CONTRACTORS

1. **Experience of completed works in last five years and average annual turnover:**
 - (a) Having completed two works costing not less than **Rs 4.00 Crores** each
OR
One work costing not less than **Rs 6.00 Crores**
and
 - (b) Average annual turnover for two consecutive years shall not be less than **Rs 6.00 Crores** supported with audited balance sheet.

NOTE: Details of three highest valued similar nature of works executed and completed in MES or DGMAP or any Central Government Department or State Government Department or Central / State PSUs / AWHO / ANWHO / CGEWHO during last five years in tabular form giving name of work, Accepting Officer's details viz Address, telephone, Fax number, email ID, etc, date of acceptance of tender and actual date of completion. This shall be duly signed by **proprietor/all partners/authorized director** of Pvt/ Public Ltd as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.

2. **Particulars of Contractors:** Documents regarding Proprietorship/ Partnership/ Private Limited concern to be submitted. Also, affidavit regarding no sister concern in MES and no near relative in MES to be submitted.
3. No recovery of any kind is outstanding in any Government Department. Affidavit to this affects to be furnished.
4. **Joint venture and subletting are not allowed.**
5. Minimum Technical personnel to be employed shall be as per Condition 25 of IAFW-2249 General Conditions of Contracts.
6. **T & P:** Documents to be uploaded as per enlistment criteria for Class & Category as per NIT.
7. (i) **Financial Soundness:** (Certificate from bankers on requisite specimen to be furnished)
 - (a) Solvent up to **Rs 2.00 Crore**
or
Financially sound for engagement up to **Rs 7.50 Crores**
 - (b) Working capital not less than **Rs 30.00 lakhs**
- (ii) **Solvency certificate** from the scheduled bank shall be as per specimen given as following:-

Signature of Contractor

SSW/Dy Dir (C)/ AD(C)/AAD(C)
For Accepting Officer

FORM OF SOLVENCY CERTIFICATE FROM NATIONALISED/ SCHEDULED BANK

This is certified that to the best of our knowledge and information M/s/ Shri/Smt..... having address, a customer of our bank are/ is respectable and can be considered solvent upto Rs..... (In words.....) financially sound for any engagement upto Rs..... (In words).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
Name
Designation
Personal Code No. of signatory

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

(iii) **Working capital certificate** from the scheduled Bank as per specimen given as under. Alternatively, contractor may submit bank statement for the last 6 months/ attested copies of fixed deposit receipts/ balance sheet in support of Working Capital.

FORM OF WORKING CAPITAL CERTIFICATE FROM NATIONALISED/ SCHEDULED BANK

This is certified that M/s/Shri/Smt having address.....has/have been maintaining a saving bank account/ Current account/ fixed deposit account with this branch of bank sinceand 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 or any of the officers.

(Signature)
Name
Designation
Personal Code No. of signatory

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

8. **Police verification:** Copy of police verification certificate from police authority of the area where registered office is located. Alternatively notarized copy of valid passport of **proprietor/each partner/each director** can be submitted.

Affidavits:-

9. Affidavit from tenderer that he is not involved in any arbitration/ litigation cases.

Signature of Contractor

SSW/Dy Dir (C)/ AD(C)/AAD(C)
For Accepting Officer

10. Affidavit that no near relative(s) of the tenderer or their employees/agents is/are working as Gazetted commissioned Govt. Officer in MES/Corps of Engineers/Ministry of Defence.
11. Affidavit that no near relative(s) of the tenderer is/are working as Junior Engineer in MES/Corps of Engineers.
12. Scanned copy of Provident Fund code number & GST documents.
13. A scanned copy of Power of Attorney in favour of the person uploading the bid using his/her DSC OR other documents as mentioned in para 5.5 & 5.6 of 'INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDERS'.
14. Affidavit that there is no Govt dues /recovery of any kind is outstanding in any Govt. department
15. Affidavit that the firm is not banned/ blacklisted in any Govt. department

NOTE: - All applicant un-enlisted contractors shall upload copies of all the above mentioned documents along with application, tender cost and EMD prior to closing date of bid submission. Hard copy of all the above documents should reach **within 7(seven) days** after the date of **bid submission end date** including cost of Tender & EMD etc.

Signature of Contractor

SSW/Dy Dir (C)/ AD(C)/AAD(C)
For Accepting Officer

**FORMAT FOR BGB AGAINST PERFORMANCE GUARANTEE
GUARANTEE BOND FOR PERFORMANCE SECURITY DEPOSIT**

1. "In consideration of the President of India (hereinafter called "the Government") having agreed to exempt M/s (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement dated Made between **Chief Engineer Leh Zone, HQ CE Leh Zone - 901 205** and M/s for **CA No. CELZ/ /2025 – 26:“ PROVN OF ONE MEGA WATT SOLAR POWER PROJECT UNDER GE (I) (P) No 2.”** (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 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 of 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 regards 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 liabilities under this guarantee thereafter.

Signature of Contractor

**SSW/Dy Dir (C)/ AD(C)/AAD(C)
For Accepting Officer**

4. We.....Bank Ltd. further agree with the Government that the Government shall have the fullest liberty 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 the 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 theday of 2025
for.....Bank Ltd

Dated:

BGB No.

(Signature)

Name

Designation

Personal Code No. of signatory

..... Bank
Ltd.

Signature of Contractor

**SSW/Dy Dir (C)/ AD(C)/AAD(C)
For Accepting Officer**