

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1.	Name of work	:	<u>NAME OF WORK: PROVN OF TWO ROOFTOOP SOLAR POWER PLANT EACH 75KW TOTALLING 150 KW AT DWARKA AND KHAMBHALIYA UNDER GE(AF) JAMNAGAR NO 2</u>
2.	Estimated Cost	:	Rs 118.70 lakh (At par market)
3.	Period of Completion	:	180 days
4.	Cost of tender documents	:	Rs. 1000/- in the shape of DD/Banker's cheque from any Scheduled bank in favour of GE(AF) JAMNAGAR No 2 and payable at JAMNAGAR . (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 IAFW-1779-A and General Conditions of Contracts (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by tenderer. The tenderers are is required to quote rates against items of Schedule 'A'/BOQ.
7.	Timeline details:		
	(a) Bid submission start date		Refer critical dates on the website.
	(b) Last date of bid submission		
	(c) Date of bid opening		
8.	Eligibility Criteria	:	
	(A) For MES Enlisted Contractors.	:	<p>(i) Contractor shall be enlisted with MES in Class 'B' and above and category b(i) subject to satisfactory remarks wrt performance in respect of works in hand as reflected in Work Load Return (WLR) or any other report circulated by competent Engineer Authority.</p> <p>(ii) The contractor should have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ICRA/SMERA/Brick Work Ratings India Pvt Ltd. and having experience at C(i) below.</p> <p>(iii) Enlisted contractors who are either having above mentioned solar rating themselves fulfilling the criteria laid down here-in-below or meeting the criteria laid down for unenlisted contractors shall also be considered eligible.</p>
	(B) For Contractors not enlisted with MES.	:	<p>(i) Contractor not enlisted with MES should meet the enlistment criteria of 'B' class & b (i) category contractor with regard to satisfactorily completion of requisite value works with Central/ State/Government/Central/State. PSUs/AWHO/AFNHB/CGEWHO/ DGMAP. annual turnover, bank solvency, working capital and other requirements given in Para 1.4 and 1.5 of Section 1 of MES Manual of Contracts-2020 as available in all MES formations as well as MES website(www.mes.gov.in).</p> <p>(ii) Contractor should have MoU with solar power firms of rating 1A/1B/1C/2A/2B/2C given by CRISIL/CARE/FITCH/ICRA/SMERA/Brick Work Ratings India Pvt Ltd and having experience as given at C (i) below. However, requirement of MoU</p>

			<p>is exempted for contractors who themselves are having requisite rating by rating agency mentioned here-in-before.</p> <p>(iii) Not carrying adverse remarks in Work Load Return (WLR) or any other similar report circulated by any competent authority, if already working in MES.</p> <p>(iv) Not suspended/debarred/blacklisted (either permanently or temporarily) from participating in any bid or for business dealings by any Central/State Government Department or any Central/State Government PSU or any Autonomous Body under Central/State Government or any Local Body as on the bid submission end date.</p> <p>(v) Un-enlisted Contractor who have secured two works in MES should get themselves registered in the appropriate designated Class with any Registering Authority; else the firm will not be eligible for participation in the tender unless until the firm is enlisted with the MES.</p> <p>(vi) Details of works completed and under progress in MES be submitted in the following format: -</p> <table border="1" data-bbox="873 846 1468 984"> <thead> <tr> <th>S. No.</th> <th>CA No. and Name of work</th> <th>Value of CA</th> <th>Date of commencement</th> <th>Date of completion</th> <th>Extended date of completion</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S. No.	CA No. and Name of work	Value of CA	Date of commencement	Date of completion	Extended date of completion						
S. No.	CA No. and Name of work	Value of CA	Date of commencement	Date of completion	Extended date of completion										
		<p>(C) For All Contractors</p>	<p>÷</p> <p>(i) The contractor if applying as single entity or solar power firm entering into MOU with 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 the month previous to the month of bid submission start date, should be any of the following: -</p> <p>(a) One work of capacity not less than 120 KWP. OR</p> <p>(b) Two works of capacity not less than 75 KWP. OR</p> <p>(c) Three works of capacity not less than 60 KWP.</p> <p>NOTES:</p> <p>(i) No contractor (enlisted or unenlisted) will be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ another firm except sons/ daughters of proprietor/ partner/ Director, Project Manager as per contract conditions.</p> <p>(ii) In the tender, the eligible solar power firms can either bid as direct participant/bidder or under MoU with MES enlisted/unenlisted contractors, but cannot bid simultaneously for the same tender as direct participant/bidder as also under MoU with MES enlisted/unenlisted contractors. Joint Venture is also permitted.</p>												

				(iii) MoU will be permitted between one eligible solar power firm and one MES enlisted/unenlisted contractor bidding for the same tender. (iv) In case any violation of conditions at (i) to (iii) above is notice, all such bids shall be treated as invalid.
9.	Tender issuing and Accepting Officer	:	CWE (AF) Jamnagar Air Force Station Jamnagar, Jamnagar Gujarat 361003 Phone No 0288-2713359, email-afjamn3-mes.gov.in	
10.	Executing agency	:	GE (AF) Jamnagar No 2	
11.	Earnest Money	:	Rs. 193700- in favour of GE (AF) Jamnagar No 2 payable at Jamnagar	

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

CRITICAL DATES : PI refer www.defproc.gov.in

Bidders to note the corrigendum issued online after publication for the above critical dates and no hard copy in this regard will be forwarded.

Notes:

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

2. In case after opening of Cover-1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT, are 7 (Seven) or more, applications of only those one class below the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed works (individual work experience and/or average annual turnover as applicable) and financial soundness (solvency/financial soundness and working capital) as per details given in Manual on Contracts. Therefore, such contractors shall upload the requisite information/documents in the Cover-1.

3. Un-enlisted contractor shall be considered provided he meets the criteria. Foreign firms shall not be eligible for this tender. However Indian Firms having foreign national / Indian nationals staying abroad / Indian national having taken foreign citizenship, as director(s) shall be considered subject to security clearance from the concerned authorities.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

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) Copy of GST Registration Number of firm.
 - (e) Copy of Employee's Provident Fund Code Number of firm.
 - (f) Any other document required as described in this Appendix.
 - (g) **MOU WITH SOLAR POWER FIRMS HAVING EXPERIENCE AS PER ELIGIBILITY CRITERIA SPECIFIED WHEREVER APPLICABLE (FORMAT ENCLOSED AS ANNEX II)**
5. Contractors not enlisted with MES will be required to upload following documents in Cover-1 for checking eligibility: -
- (a) Application for tender on Firm's letterhead.
 - (b) Scanned copy of DD/ Bankers Cheque toward cost of tender and Earnest Money Deposit (EMD) instrument.
 - (c) Copy of Police Verification Report/ Police Clearance Certificate/ Character Certificate from the Police Authority of the area where the registered office of the firm is located/ notarized copy of valid passport of Proprietor/each Partner/each Director.
 - (d) All documents required for enlistment in MES for the class mentioned in Para 8(b) above as per Para 1.5 of Section 1 of MES Manual on Contracts 2020.
 - (e) Details of works being executed in MES, if any.
 - (f) Copy of GST Registration Number of firm.
 - (g) Copy of Employee's Provident Fund Code Number of firm.
 - (h) Any other document required as described in this Appendix.
 - (j) **MOU WITH SOLAR POWER FIRMS HAVING EXPERIENCE AS PER ELIGIBILITY CRITERIA SPECIFIED WHEREVER APPLICABLE (FORMAT ENCLOSED AS ANNEX II)**
6. Tenders not accompanied by scanned copies of requisite DD/Bankers Cheque towards cost of tender and earnest money (as applicable) in Cover-1 shall not be considered for validation of 'T' bid and their Financial Bids will not be opened.
7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instruments (as applicable) reach the office of Accepting Officer within Seven (07) days of bid submission end date, (*The number of days to be mentioned shall be as decided by Accepting Officer, but it shall not be less than 5 days) 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 un-enlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender have been uploaded Cover 1 but physical copies are not received within the stipulated period, their financial bids (Cover 2) will not be opened. Name of such contractors along with complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of financial bid (Cover-2).
 - (c) In case of tenders from enlisted 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 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 email/SMS/Speed Post etc. shall be sent to the contractor to rectify the deficiency within a period of seven days from date of communication failing which their financial bid (Cover 2) shall not be opened and contractor shall not have any claim on the same.

10. Invitation for e-tender does not constitute any guarantee for validation of Technical bid and subsequent opening of financial bid of any applicant/ bidder merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the Technical bid and not to open the financial bid of any applicant/bidder. Technical bid validation shall be decided by the Accepting Officer based on eligibility of the firm as per criteria given in this Appendix. 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 CE Gandhinagar on email id "dircontceza2-mes@nic.in" with copy to the Accepting Officer on email id "afjamn3-mes@gov.in" before the scheduled date of opening of Cover-2. NHEA shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the NHEA shall be final and binding. The tenderer/ bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

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

12. In case the BOQ is revised through the corrigendum and the bidder has failed to quote on revised BOQ (i.e., he has quoted on pre revised BOQ), such bid shall be treated as willful negligence by the bidder and his quotation shall be considered non-bonafide. In such cases the lowest tender shall be determined from amongst the valid/bonafide bids only. Accepting Officer may decide whether to re-tender or consider their lowest bonafide tender for acceptance.

13. Revoking the offer or revising the rates upward or offering voluntary reduction by the lowest tenderer after opening of Cover 2 shall be considered as a willful default. For this default a penalty of an amount equal to Earnest Money shall be levied. In case of an unenlisted tenderer, Earnest Money deposited by him shall be forfeited. In case of MES enlisted tenderer having deposited the Standing Security Bond, an amount equal to the earnest money stipulated in the NIT, shall be notified to the tenderer for depositing through MRO and consideration of such tenderer in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Government Treasury. No other disciplinary/administrative 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.

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

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

16. JOINT VENTURE:

17.1 Two firms are permitted to bid for the tender based on Joint Venture agreement/Joint Bidding agreement between them. Joint Venture (JV) shall not comprise more than two firms (called parties of JV). The format of agreement is attached as Annexure IV hereto. The JV shall be considered as unenlisted contractor. The JV shall submit earnest Money Deposit for all tenders as per instructions.

17.2 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.

17.3 Foreign Companies shall not be permitted to participate in JV. Security clearance of Foreign Companies having foreign citizenship Directors shall dealt with as prescribed hereinafter.

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

17.5 Case for security clearance shall be processed by Accepting Officer on PRIORITY after opening of 'T' bid (Cover-1). Further processing of tender to open Finance Bid (Cover-2) shall not be held up awaiting receipt of security clearance. However, if the JV requiring security clearance of Director (s) becomes L1, the tender shall be accepted only on receipt of security clearance. For this, the Accepting officer will pursue the security clearance vigorously.

17.6 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.

17.7 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.

17.8 The JV shall have two parties. The lead party of the JV shall meet minimum 60% or the percentage of its 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 Soundness 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.

17.9 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 lease hold 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.

17.10 JV concluded upto the date of bid submission are permitted to apply. Copy of JV should be uploaded. The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant JV is found incorrect and / or misleading and/or false representation and/or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering / taking up of any work in MES.

17.11 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 for the same tender under multiple JVs. In case of violation (party/parties bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid of the party/parties concerned as well as the bid(s) of the related JV(s) shall not be opened (i.e., shall not be qualified in 'T' bid Cover '1').

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

17.13 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.

17.14 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.

Signature of contractor

DCWE (Contracts)
for Accepting Officer

Dated: Jan 2026

81273/ /E8

Military Engineer Services
Commander Works Engineer (AF)
Air Force Station
Jamnagar – 361003

ANNEXURE 'I'

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

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

AMONGST

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

AND

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

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

WHEREAS,

(A) The Military Engineer Services, represented by its CWE AF JAMNAGAR and having its office at JAMNAGAR (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: PROVN OF TWO ROOFTOOP SOLAR POWER PLANT EACH 75KW TOTALLING 150 KW AT DWARKA AND KHAMBHALIYA UNDER GE(AF) JAMNAGAR 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 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 capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the PQC in the Notice Inviting Tender

2. Joint Venture

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

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

3. Covenants

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

4. Role of the Parties

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

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

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

5. Joint and Seveal Liability

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

6. Field of expertise

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

First Party :

Second Party :

7. Share of Work in the Project

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

First Party:

Second Party:

8. Representation of the Parties

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

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

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

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

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

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

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

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

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

9. **Termination**

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

10. **Miscellaneous**

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by :

SECOND PARTY

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

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

WITNESS

In the presence of :

1.

2.

**FORMAT FOR
MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRACTOR AND SOLAR POWER FIRM/MANUFACTURER**

1. **Parties** : This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between M/s (Contractor) _____, whose address is _____, and the M/s (Solar Power Firm / Manufacturer) _____, whose address is _____.
2. **Purpose** : The purpose of this MOU is to establish the terms and conditions under which the work related to **NAME OF WORK: PROVN OF TWO ROOFTOOP SOLAR POWER PLANT EACH 75KW TOTALLING 150 KW AT DWARKA AND KHAMBHALIYA UNDER GE(AF) JAMNAGAR NO 2** shall be executed through M/s (Solar Power Firm/Manufacturer) _____.
3. **Term of MOU** : This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective firm and shall remain in full force and effect for the period as per terms and condition of contract being concluded. Except as expressly stated herein, this MOU shall not be signed to mean a partnership and / or a joint venture between the Parties.
4. **Responsibilities of contractor**. To get the work executed as per terms and condition of contract through manufacturer. He shall provide all requisite information for execution of work mentioned above, make payments for the service provided by the manufacturer and established coordination between department (Military Engineering Services) lead by CWE AF JAMNAGAR and manufacturer for effective completion of work.
5. **Responsibilities of manufacturer**. Provide technical support, design, manufacturer, supply, installation, testing and commissioning of items of work as per contract agreement and maintain them for the period as per general provisions of contract agreement.
6. **General Provisions**.
 - (a) Manufacturer (Solar power firm) _____ is a company incorporated under the companies act 1956 and is engaged in design, engineering, manufacture, integration, installation and end to end project execution, alongwith requisite after sales support in both Solar Photo voltaic and Solar Thermal System with manufacturing facilities at _____. The firm has extensive experience in executing turnkey projects.
 - (b) There is requirement of solar photovoltaic power solutions for CWE AF JAMNAGAR & this MOU is being executed only for the purpose of bidding for the tender with CA No : CWE(AF) JAM/GE-2 _____ OF 2025-26 requiring solar photovoltaic power plants for the origination under the ,ministry of defense. The contractor and manufacturer are mutually interested to co-operate with each other for being awarded this tender, that may be issued by the Ministry of Defence with each other for being awarded this tender, that may be issued by the Ministry of Defence.
 - (c) Manufacturer and contractor reorganize the excellent opportunity available for providing Solar Photovoltaic Power Solutions for the organization under the Ministry of Defence.
 - (d) Manufacturer shall provide all technical support to contract for bidding, pricing, supply, erection, installation and commissioning of the solar photovoltaic Power Plant.

- (e) Manufacturer shall also be responsible to make available required spares for the solar photovoltaic power plants as per contract agreement provisions to the Ministry of Defence /end users.
- (f) Contractor shall be the bidder for this tender and shall buy these solar photovoltaic power plants exclusively from Manufacturer for supply under this tender for this project for this organization under the Ministry of Defence India.
- (g) Contractor shall be responsible for the construction of any & all civil foundations and civil structures required for the solar photovoltaic power plants.
- (h) Contractor will source solar Photovoltaic Power Plants only from manufacturer on an exclusive basis for this project for which contractor shall quote in MES.
- (i) Contractor will seek qualification for bidding on the basis of documents supplied by Manufacturer and will provide all documentary support to contractor as may be required for the qualification & prequalification under the bidding process.
- (j) Manufacturer will provide design for civil works involved & technical support for execution of the work including commissioning of the plant.
- (k) Post warranty, contractor will take the full maintenance contracts either all including or labour only in its name, from the defence for the complete installation of the solar photovoltaic power plant and the actual maintenance shall be undertaken by Manufacturer.
- (l) Manufacturer agrees to depute its technical personnel from time to time as may be required for technical discussions and support for design & execution of the solar photovoltaic power plant for the project.
- (m) All information/documents exchanged hereunder or otherwise made available to contractor hereto.

(i) Shall belong to and continue to be the proprietary information of the Party disclosing such information or documents.

(ii) Shall be used or utilized by the recipient Party solely for the purpose and in accordance of this MOU.

(iii) Shall be treated as confidential information and the recipient Party shall treat and hold the same as confidential and not disclose or provide access to any such information or documents except required in the tender to be submitted to the client.

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

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

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

10. **Third Party Beneficiary Rights.** The parties do intend to agree that CWE AF JAMNAGAR being Accepting Officer of this contract becomes third party beneficiary and this MOU shall be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate between the parties to this MOU and the CWE AF JAMNAGAR. The provisions of this MOU are intended to assist the parties in determining and performing their obligations under this MOU and to

ultimately hand over completed service in function state. The parties to this MOU intend and expressly agree that parties signatory to this MOU and CWE AF JAMNAGAR shall have legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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

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

Contractor

[Name and Title]

Signature & Date

Solar Power Firm/Manufacturer

[Name and Title]

Signature & Date