

	(C) For Un – enlisted contractors other than MNRE approved Channel Partners	They should satisfy the following criteria :- (a) Contractors (other than MNRE approved channel partners) meeting the criteria of annual turnover, financial criteria, solvency, working capital, fixed assets, criteria of class “SS” contractor in MES. (b) Firms should have MoU with MNRE approved channel partners of rating 1 A/ 1 B/ 1 C/ 2A/ 2B/ 2C having experience as given at 8 (D) (i). (c) No recovery outstanding in Government department. (d) They should not have any adverse remark in work load return of competent engineer authority. Meeting engineering establishment criteria of class “SS” contractor of MES is not required.
	(D) For All Contractors	They should satisfy the following criteria :- (i) Experience of having successfully completed Solar Power Plants in Government Department/PSU during last seven years ending last day of the month previous to the one in which applications are invited should be any of the following-: One work of capacity \geq 80% of capacity of plant specified in NIT. or Two work of capacity \geq 50% of capacity of plant specified in NIT. or Three work of capacity \geq 40% of capacity of plant specified in NIT. (ii) Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least 30% of the estimated cost. (iii) Contractor will not 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 and firms Own employees, Project Manager as per Contract conditions.
9	Tender issuing and Accepting Officer	Chief Engineer Leh Zone
10	Executing agency	GE (I) (P) No 2
11	Earnest Money	15,00,000.00 in favour of GE (I) (P) No 2 LEH

NOTES:

(a) The contractor enlisted upto **two** class below the eligible class may also apply/bid.

(i) Application/bids from one class below eligible class applicants may be considered in the event of inadequate response/bids from the applicants of eligible class.

(ii) Application from two class below eligible class applicants may also be considered in the event of inadequate response from the applicant of eligible class and one class below eligible class.

- (b) Contractor enlisted with MES will upload following documents (scanned copy in pdf format) for checking eligibility:-
- (i) Application for the tender on Tenderer's Letter head.
 - (ii) Copy of Enlistment letter (**latest**)
 - (iii) DD/Banker Cheque towards cost of tender
 - (iv) Certificate of EPF Code/Copy of EPF Registration No in state of **J&K/Leh (UT)** or Proof online/off line application for obtaining of EPF No (Temporary) in state of **J&K/Leh (UT) as applicable.**
 - (v) GST registration number.

Hard copy of these documents will be submitted within **07 (seven)** days of the last date & time of opening of 'T' bid.

- (c) Contractors not enlisted with MES will be required to upload the following :-

- (i) Application for the tender on Tenderer's Letter head.
- (ii) Necessary documents to prove their eligibility for enlistment in required class & category of work, including affidavit for no recovery outstanding. List of documents required for enlistment in MES has been given in para 1.5 of Section 1 of Part – I of MES Manual on Contracts 2007 (Reprint 2012). The work experience shall include details of similar nature of work executed during last five years, financial year-wise in tabular form giving name of work, Accepting Officer's details, viz, Address, Telephone, Fax No, e-mail 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.

The documents will also include the following amongst others:-

- (a) Solvency certificate and working capital Certificate issued by scheduled bank.
- (iii) Scanned copy of DD towards cost of tender and earnest money.
- (iv) Blank
- (v) Certificate of EPF Code/Copy of EPF Registration No in state of J&K or Proof on line/off line application for obtaining of EPF No (Temporary) in state of J&K.
- (vi) GST registration number.

Hard copy of these documents will be submitted within 07 (seven) days of the last date & time of opening of 'T' bid.

(d) Joint Venture is permitted in MES work.

- (i) Two firms are permitted to bid for the tender based on Joint Venture agreement between them. Joint Venture (JV) shall not comprise more than two firms (called parties of JV). The format of agreement is at Annexure 'I'. The JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit for all tenders as per instructions, if contract is awarded.
- (ii) NO JV shall be allowed to participate if either or both the parties are from banned/ adversely remarked in WLR of MES or debarred from tendering by any authority.
- (iii) (aa) Foreign Companies shall not be permitted to participate in JV.
(ab) 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 subject to security clearance by appropriate authority.
- (iv) 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.

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

(vi) 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.

(vii) 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.

(viii) -Blank-

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

(x) 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').

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

(xii) 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 cost of tender, EMO -Barring from bidding for six months

(b) Due to default in performance of contract etc -Administrative actions as per existing instructions.

(xiii) 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.

(e) (i) Applications/bids not accompanied by scanned copies of requisite DD/Banker Cheque towards cost of tender and earnest money (as applicable) shall not be considered for validation of 'T' bid and their finance bids will not be opened.

(ii) Tenderers/ bidders to note that they should ensure that their original DDs and earnest money (as applicable) are received within **7(seven) days** of bid submission end date.

(iii) In case of applications/bids from enlisted contractors of MES, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as willful negligence

of the bidder with ulterior motives and such bidder shall be banned from bidding for a period of six months commencing from the date of opening of finance bid.

(iv) In case of applications/bids from un-enlisted contractors, where scanned copies of requisite DD/Bankers Cheque towards cost of tender has been uploaded but physical copies are not received by the stipulated date, finance bids will not be opened. Name of such contractors alongwith complete address shall be circulated for not opening of their bids for a period of six months commencing from the date of opening of finance bid.

(v) In case of applications/bids (enlisted contractor as well as un-enlisted contractor) where scanned copies of requisite Earnest money (as applicable) were uploaded but the same are not received in physical form within stipulated time, such bids shall not qualify for opening of finance bid.

- (f) In case of rejection of technical/prequalification bid, contractor may appeal to next higher Engineer authority i.e. **Chief Engineer Northern Command** on email id dircontceengruls@nic.in against rejection, whose decision shall be final and binding. However contractor/bidder shall not be entitled to any compensation whatsoever for rejection of technical/prequalification bid.
- (g) Court of the place from where tender has been issued (uploaded) shall alone have jurisdiction to decide any dispute out of or in respect of this tender. After acceptance of tender, Condition 72- Jurisdiction of Courts of IAFW-2249 shall be applicable.

Signature of contractor

AAD (Contracts)
For Accepting Officer

180063/ /E8

____ Sep 2020

Chief Engineer Leh Zone
PIN- 901205
C/O 56 APO

Copy To :-

1. Hony General Secretary, MES Builders Association of India 807 (8th Floor) Sahyog 56, Nehru Place, New Delhi – 110001	2. Hony General Secretary, MES Builders Association Srinagar Branch, House No 1, Palpora Sonwar Behind Cantonment Shopping Complex, PO Batwara, Srinagar – 190004
3. Hony General Secretary, MES Builders Association Opposite Cariapa Park, Baramulla, Kashmir	4. Hony General Secretary, MES Builders Association Leh-Ladakh Branch Tsogzong Complex, Spituk, Leh Ladakh – 194101
5. HQ Chief Engineer Northern Command, PIN-914698, C/o 56 AP	6. HQ Chief Engineer Western Command, PIN-900475, C/o 56 APO
7. HQ Chief Engineer South Western Command, PIN-914698, C/o 56 APO	8. Chief Engineer Jaipur Zone, PIN-900337, C/o 56 APO
9. Chief Engineer Udampur Zone, PIN-900386, C/o 56 APO	10. Chief Engineer 31 Zone, PIN-914 631, C/o 56 APO
11. Chief Engineer Chandigarh Zone, PIN-900 475, C/o 56 APO	12. Chief Engineer Bathinda Zone, PIN-900 484, C/o 56 APO
13. Chief Engineer Delhi Zone, PIN-900106, C/o 56 APO	14. Chief Engineer WAC (AF) Palam, PIN-900256, C/o 56 APO
15 Chief Engineer (AF) C/o 39 wing AF, PIN-936839, C/o 56 APO	16. Chief Engineer R&D Delhi, PIN-900256, C/o 56 APO
17. CWE Khumbathang, PIN-900 270, C/o 56 APO	18. 138 WksEngr Sec, PIN-914 138, C/o 56 APO
19. All CsWE/GEs/AGEs (I) under HQ CE NC	20. E-2 (Plg) Section (Internal)

Annexure - I

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

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

AMONGST

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

AND

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

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

WHEREAS,

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

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

(b) The Parties hereby undertake to participate in the Bidding Process only 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 Several Liability

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

6. Field of expertise

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

First Party:

Second Party:

7. Share of Work in the Project

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

First Party:

Second Party:

8. Representation of the Parties

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

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

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

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

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

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

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, 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.

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

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

9. Termination

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

10. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

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.

INTEGRITY PACT

General

1. Whereas the President of India, represented by Chief Engineer Leh Zone hereinafter referred to as Principal / Owner and the first part, has floated the Tender (NIT No. **CELZ-02/2020-21** and intends to award, under laid down organizational procedure, contract for **Provn of 2X1.5 MW Solar Energy Project at Leh Region.**

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 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.

Commitment of the Principal / Owner

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

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

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

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

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

Commitments of Bidders

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

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

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

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

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

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

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

7. Previous Transgression.

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

Enterprise in India or any Government Department in India.

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

8. **Company Code of Conduct**

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

9. **Sanction for Violation**

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

- (i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (ii) Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue
- (iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal / Owner, in case contract is not awarded to the Bidder and the Principal / Owner shall not be required to assign any reason therefor. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Pricipal/ Owner shall be deducted from any amount held with the Department / any payment due.
- (iv) To immediately cancel the contract, if already concluded / awarded without any compensation to the Bidder.
- (v) To encash the Performance Security furnished by the Bidder.
- (vi) To cancel all or any other Contract(s) with the Bidder.
- (vii) To temporarily suspend or temporarily debar / permanently debar the bidder as per the extant policy.
- (viii) If adequate amount is not available in the present tender / contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal / Owner in connection with any other contract for any other works/ services.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal / Owner, or alternatively if any close relative of an officer of the Principal / Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal / Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term "close relative" for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse

separated from the Government servant by a decree or order of a competent Court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal / Owner and if he does so, the Principal / Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

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

10 Independent External Monitors (IEMs)

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

SI No	Name of IEM	e-mail id
1	Shri Hem Kumar Pande, IAS (Retd)	hempande@nic.in
2	Shri Anjan Kumar Banerjee, IA&AS (Retd)	anjan.banerjee@gov.in

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

Name -: Shri **Bhavesh Kumar ,Director (Contracts)**
e-mail id -: bhaveshk18-cgo@gov.in
Mobile No:- **9530252088**

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

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

11. **Examination of Books of Accounts**

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

12. **Law and Place of Jurisdiction**

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

13. **Other Legal Actions**

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

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

- (a) Proprietorship Concern — The Integrity Pact must be signed by the proprietor or by an authorised signatory holding power of attorney signed by the proprietor.
- (b) Partnership firm - The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all 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 No _____ for the work:-CANo:CELZ-02/2020-21 Provn of 2X1.5 MW
Solar Energy Project at Leh Region.**

Dear Sir,

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

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

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

Yours faithfully

Chief Engineer Leh Zone

INTEGRITY PACT

To

Chief Engineer Leh Zone
C/o 56 APO
PIN-901205

Sub- Tender ID No _____

Submission of Tender for the work of: **Provn of 2X1.5 MW Solar Energy Project at Leh Region.**

Dear Sir,

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

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

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

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

Yours faithfully,

(Duly authorised signatory of the Bidder)