

DIRECTOR GENERAL NAVAL PROJECT VISAKHAPATNAM-14**NOTICE INVITING TENDER (NIT)**

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less, tenderer/ bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender form the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.
4. Normally, contractors whose names are in the DGNP (V)/ MES approved list for the area in which the work lies, and within whose financial category the estimated amount would fall, may tender / bid but in case of term contracts, contractors of categories of all classes may tender/bid. Contractors whose names are on the DGNP (V)/ MES enlistment list of any MES formations and who have deposited Standing Security and have executed Standing Security Bond may also tender/bid without depositing Earnest Money along with the tender/bid. Not more than one tender/bid shall be submitted/uploaded by one contractor or one firm of contractors. Under no circumstances will a father and his son[s] or other close relations who have business dealings with one another will be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. **The Deputy Director General and Chief Engineer**, Office of the Director General Naval Project, Naval Base Post, Visakhapatnam – 530 014 will be the Accepting Officer here-in-after referred to as such for the purpose of this contract.
6. The Technical Bid and Financial Bid (**Cover-1 and Cover-2**) shall be uploaded by the tenderer/ bidder on or before the date & time mentioned in NIT. A scanned copy of DD with enlistment/approved details/documents shall be uploaded as **Cover-1** ('T' bid) of the tender/ bid on e-tendering portal. DD is refundable in case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encasing the DD and shall not have any claim from Government whatsoever on this account.
7. Tender form and conditions of contract and other necessary documents shall be available on www.defproc.gov.in web site for download and shall form part of contract agreement in case the tender/bid is accepted.
8. In case of contractor who has not executed the Standing Security Bond, the **Cover-1** shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of DGNP (V) (see Appendix 'A') by a scheduled Bank or in receipted treasury challan the amount being credited to the revenue deposit of the DGNP (V) (see Appendix 'A').
9. A contractor whose name is in the MES approved list of any MES formation and who has deposited standing security and executed standing security Bond may bid without depositing earnest money along with the tender.

NOTICE INVITING TENDER (Contd...)**10. Performance Security**

10.1 Within 28 days of receipt of the letter of Acceptance, the successful contractor shall deliver to the Accepting Officer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract amount:-

- (a) A Bank Guarantee in the prescribed form.
- (b) Government Securities, FDR or any other Government instruments stipulated by the Accepting Officer.

The contractor shall note that **Work order-1** will not be placed till receipt of performance guarantee.

10.2 If the performance security is provided by the successful contractor in the form of a Bank Guarantee (**Refer Note No. 31 of Schedule 'A' Notes**), it shall be issued by Indian public sector bank or a private sector bank authorized to conduct government business (At present, ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd are authorised private sector banks) but its confirmation shall be done only from the Head Office of the Bank.

10.3 Failure of the successful contractor to comply with the requirements of sub-clause 10.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of DGNP (V)/ MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.

10.4 All compensation or other sums of money payable by the contractor to the Government under the terms of this contract or under any other contract with Government may be deducted from, or paid by the sale of a sufficient part of the Performance Security or from the interest arising there from or from any sums which may be due or become due to the contractor by the Government on any account whatsoever and in the event of his Performance Security being reduced by reason of any such deduction, or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof. Government shall not be responsible for any loss of securities or any depreciation in the value of securities while in their charge nor for loss of interest thereon.

10.5 In the event of contract being cancelled, under Condition 52, 53 & 54 of General Conditions of Contract, the Performance Security and retention money up to the last paid RAR shall be forfeited in full and shall be credited into Consolidated Fund of India.

11. The DGNP (V) will return the Earnest Money wherever applicable to all unsuccessful tenderers/ bidders by endorsing an authority on the deposit-at-Call receipt for its refund, on production by the tenderer, bidder a certificate of the Accepting Officer that a bonafide tender/bid was received and all documents were returned.

12. The DGNP (V) will either return the Earnest Money to the successful tenderer/bidder by endorsing an authority on the deposit-at-call receipt for its refund on receipt of an appropriate amount of **performance security** in the forms mentioned in para 10.1 above.

NOTICE INVITING TENDER (Contd...)

13. Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the contractor will also be available for inspection by the tenderer /bidder at the office of Accepting Officer and concerned GE during working hours.
14. The tenderers/bidders are advised to visit the site of work by making prior appointment with **GE (Services)** who is also the Executing Agency of the work (see appendix 'A'). The tenderers/ bidders are deemed to have full knowledge of all relevant documents, samples, site etc. whether they have inspected them or not. **The contractor should examine site conditions and all factors requiring timely completion while bidding.**
15. Any tender/bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
16. The uploading of bid implies that bidder has read this notice and the Conditions of Contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores, tools and plants etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
17. Tenderers/ bidders must be in possession of a copy of the MES Standard Schedule of Rates (see Appendix 'A') including amendments and errata thereto.
18. Invitation for e-tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant/bidder, merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the 'T' bid (**Cover-1**) and not open the finance bid (**Cover-2**) of any applicant/bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appendix 'A' to this NIT. The applicant contractor/bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the www.defproc.gov.in website. The applicant contractor/bidder if he so desires may appeal to the Next Higher Engineer Authority (NHEA) viz DGNP Visakhapatnam on email ID: encdgnpv@navy.gov.in with copy to the Accepting Officer on email vijayjotwani.407y@gov.in before the scheduled date of opening of Financial Bid. The decision of the Next Higher Engineer Authority (NHEA) i.e. DGNP, Visakhapatnam shall be final and binding. The contractor/bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
19. The Accepting Officer reserves the right to accept a tender submitted by a public Undertaking, giving a price preference over other Tender(s)/bids which may be lower, as are admissible under the Government Policy No claim for any compensation or otherwise shall be admissible from such tenderer/bidder whose tender/bid is rejected.
20. Accepting Officer does not bind himself to accept the lowest or any tender/bid or to give any reason for not doing so.
21. This notice of tender will be available on website www.indiannavy.nic.in, www.mes.gov.in This **Notice Inviting Tender (NIT)** including Appendix "A" along with Annexure-I shall form part of the contract.

NOTICE INVITING TENDER (Contd...)**22 BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:**

22.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

22.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture **for works for specialist E/M works costing more than Rs. 20.00crores** (that is an **association of firms** or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a **tendering** process.

22.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

22.4 The beneficial owner for the purpose of (22.3) above will be as under:

- (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - (ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

NOTICE INVITING TENDER (Contd...)

- (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

22.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

22.6 [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Signature of contractor
Date:

[I NARESH KUMAR]
DD (Contracts)
for Accepting Officer

Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

* Where applicable, evidence of valid registration by the Competent Authority shall be attached.

(Vijay Jotwani)
Brig
DDG & CE
Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

1. Name of Work : **AUGMENTATION OF DRY DOCKS AND SLIPWAY PHASE-III (EXTERNAL WATER SUPPLY WITH SCADA SYSTEM) AT ND VISAKHAPATNAM**
2. Estimated Cost : **2381.71 Lakhs [At Par Market]**
3. Period of completion : **18 [Eighteen] Months**
4. Cost of tender documents : 3000/- in the shape of DD/Bankers cheque from any schedule Bank in favour of DGNP (V) and payable at Visakhapatnam.
5. Website/portal address : **www.defproc.gov.in. & www.mes.gov.in**
6. Type of contract : The tender shall be based on measurement contracts (IAFW-1779-A) and GCC (IAFW-2249) with Schedule 'A' (list of items of work) to be priced by tenderer. The tenderers are required to quote their rates against items of schedule "A" (**Price Bid**)
7. Information & Details: :
 - [a] Publishing Date and time of tender document : 01 Dec 2020 at 1800 Hrs
 - [b] Clarification start date and time : 01 Dec 2020 after 1810 Hrs
 - [c] Clarification end date and time : 14 Dec 2020 up to 1800 Hrs
 - [d] Pre bid meeting date & time : 16 Dec 2020 at 1100 Hrs
 - [e] Starting date and time of bids submission : 04 Jan 2021 at 1700 Hrs
 - [f] Closing date and time of bids submission : 16 Jan 2021 up to 1800 Hrs
 - [g] Date and Time of Technical bid Opening (**Cover - 1**) : 18 Jan 2021 at 1500 Hrs
 - [h] Date and time of Price bid opening (**Cover -2**) : Will be intimated online after completion of evaluation of Technical Bid (**Cover -1**)

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) [CONTD...]

8.	Eligibility Criteria		
	(A) For DGNP [V] / MES Enlisted contractors	:	<p>They should satisfy the following criteria:-</p> <p>(a) They should have enlistment in Class "SS" & Category 'a(ii) & d(iv)'.</p> <p>(b) They should not carry adverse remarks in WLR of competent Engineer.</p> <p>(c) Prequalification criteria as in Para 8 (C) (d) below</p> <p>Note: Bids submitted by the bidders not enlisted in Category d(iv) shall also be considered in case the bidders have executed works pertaining to SCADA system during the last 5 years. Bidders shall upload the documents proving their experience of execution of works related to SCADA system.</p>
	(B) For other Contractors	:	<p>They should satisfy the following criteria:-</p> <p>(a) They should meet enlistment criteria of 'SS' class MES contractors & category 'a(ii) & d(iv)'. i.e. with regard to Annual turnover, Solvency, working capital, T&P, Engineering establishment, no recovery outstanding in any Govt Department, Police verification/Passport etc. Enlistment criteria may be seen in Para 1.4 of Section 1 of Part I of MES Manual on Contracts - 2007 (Reprint 2012) as available in all MES formations or in www.mes.gov.in and all eligible as per Annexure - I to Notice Inviting Tender. These firms shall also submit copy of Police verification from police authority of the area where the registered office of the firm is located / notarised copy of valid passport of proprietor/each partner/each Director".</p> <p>(b) They should not carry adverse remarks in WLR of competent Engineer.</p> <p>(c) Prequalification criteria as in Para 8 (C) (d) below</p>
	(C) For All Contractors	:	<p>[a] The bidder shall also submit documentary proof duly notarized along with affidavit on Rs. 100/- stamp paper that the firm is not debarred from bidding for Govt. tenders. Further more the firm has not incurred losses during the last five years. The firm is having no litigation with PSU/ Govt. departments</p> <p>[b] 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/ spouse of Proprietor/ Partner/ Director and firm's own employees, Director, Project Manager.</p>

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) [CONTD...]

8. Eligibility Criteria 8(C)[Contd...]
- [c] Bidder to have back to back Memorandum of Understanding (MoU) with approved manufacturers of **Pumps & PLC Panels with SCADA provision.**
- [d] **Pre-qualification Criteria: -**
- [i] Average annual financial turnover** during the last 3 years, ending 31st March 2020 should be at least 30% of the estimated cost. [ie ` 23.82 x 30/100 = 7.15 Crore]
- [ii] Experience** of having successfully completed similar integrated works* during last 7 years ending last day of month previous to the one in which tender is published shall be either of the following:-
- (aa) Three similar completed works costing not less than the amount equal to **40%** of the estimated cost.
- [ie ` 23.82 x 40/100 = 9.53 Crore each]
- or**
- (ab) Two similar completed works costing not less than the amount equal to **50%** of the estimated cost.
- [ie ` 23.82 x 50/100 = 11.91 Crore each]
- or**
- (ac) One similar completed work costing not less than the amount equal to **80%** of the estimated cost.
- [ie ` 23.82 x 80/100 = 19.05 Crore each]
- [iii]** For the purpose of value of completed works, the value of previously completed works be enhanced @ **5% per year** to bring them at par with present cost.
- Note: *Similar works mentioned above shall mean "External Water supply works with SCADA Provision.**
9. Tender issuing and Accepting Officer : **Deputy Director General and Chief Engineer**
[DDG & CE]
10. Executing agency : **GE(S) & CWE (Wks) 2**
11. Earnest Money : **Rs. 15, 00, 000.00** (Rupees fifteen lakhs only) in the form of Call Deposit Receipt from any Scheduled Bank in favour of DGNP Visakhapatnam. BGB not acceptable.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd...**NOTES:-**

[a] Contractors **enlisted with DGNP(V)/MES** will upload following documents (scanned copy in pdf format) for checking eligibility: -

(i) Application for the tender on Tenderer's Letter Head. In this, the contractor should explain with calculation details supported with documentary evidence as to how he is qualifying for this tender in terms of conditions given in Para 8(C)(d) above.

Tenderer/bidder to note that if they do not submit their calculation details and/ or supporting documents correctly, Deptt will make calculation. If the firm does not qualify as a result of Deptt calculation, then bidder only will be responsible for the same. This is notwithstanding the fact that Deptt will check the details and calculations also in respect of the contractors who have given the calculations.

(ii) Enlistment letter along with its enclosures.

(iii) DD toward cost of tender.

(iv) Documents in support of PQC which shall include:-

(aa) Copy of turn over certificate from CA for last 5 (Five) years (FY), notarised copy of relevant pages of balance sheet of those FYs showing the turn over (gross receipts).

(ab) Copies of completion certificates in three highest valued works (after adjusting the values as per para 8(C)(d) above) during last seven years. This will be 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 / authorised 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.

(ac) Affidavit on non-judicial stamp paper of Rs100/- (minimum) in the form of hard copy declaring their turnover for last 5 (Five) Years and details of works completed.

(v) EPF code registration and GST registration number

(vi) Integrity Pact (IP) duly signed on each page by bidder(s).

(vii) Affidavit in terms of conditions given in Para 8(C)(a)) above.

(viii) MoU for **Pumps & PLC Panels with SCADA provision** in terms of conditions given in Para 8(C)(c) above.

Hard copy of these documents will be submitted within **05 days** of opening date of Technical bid **(Cover-1)**.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd...

[b] Contractors **not enlisted with DGNP(V)/MES** will be required to upload the following: -

(i) Application for the tender on Tenderer's Letter Head. In this, the contractor should explain with calculation details supported with documentary evidence as to how he is qualifying for this tender in terms of conditions given in Para 8 (C)(d) above. Tenderer/bidder to note that if they do not submit their calculation details and/ or supporting documents correctly, Deptt will make calculation. If the firm does not qualify as a result of Department calculation, then bidder only will be responsible for the same. This is notwithstanding the fact that Deptt will check the details and calculations also in respect of the contractors who have given the calculations.

(ii) Necessary documents to prove their eligibility for enlistment in required class & category of work as per **Annexure-I to NIT**, including Affidavit for no recovery outstanding. List of documents required for enlistment in DGNP (V) has been given in para 1.5 of section 1 of Part I of MES Manual on Contracts 2007 (reprint 2012).

(iii) Scanned copy of DD toward cost of tender and earnest money.

(iv) Documents in support of PQC which shall include:-

(aa) Copy of turn over certificate from CA for last 5 (Five) years (FY), notarised copy of relevant pages of balance sheet of those FYs showing the turn over (gross receipts).

(ab) Copies of completion certificates in three highest valued works (after adjusting the values as per para 8(C)(d) above during last seven years. This will be 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 / authorised 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.

(ac) Affidavit on non-judicial stamp paper of Rs100/- (minimum) in the form of hard copy declaring their turnover for last 5 (Five) Years and details of works completed.

(v) EPF code registration and GST registration number

(vi) Integrity Pact (IP) duly signed on each page by bidder(s).

(vii) Affidavit in terms of conditions given in Para 8(C)(a)) above.

(viii) MoU for **Pumps & Panels with SCADA provision** in terms of conditions given in Para 8(C)(c) above.

Hard copy of these documents will be submitted within **05 days** of opening date of Technical bid **(Cover-1)**.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd...

- [c] [i] Applications/bids not accompanied by scanned copies of requisite DD/Bankers 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) Contractors should ensure that their original DD's and earnest money (as applicable) are received **within 05 days of bid submission end date**.
- (iii) In case of applications/bids from **enlisted contractors of DGNP / 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, their finance bids will be opened. However non-submission of physical copies of cost of tender shall be considered as wilful 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 **(Cover-2)**.
- (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 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 finance bid **(Cover-2)**.
- (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 (Cover-2)**.
- [d] In case any deficiency is noticed, in the documents required to be uploaded by the tenderers as per NIT, **after opening of technical bid (cover-1) and during technical evaluation, 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 7 days from date of communication falling which financial bid (cover-2) shall not be opened and contractor shall not have any claim on the same**.
- [e] In case of rejection of technical /prequalification bid, contractor may appeal to next higher Engineer authority i.e. DGNP [V] on email ID encdgnpv@navy.gov.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 **(Cover-1)**.
- [f] Court of the place from where tender has been published 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.
- [g] **NO payments** to contractors/firms will be made unless **proof of payment of wages** to the workmen is submitted by the contractors/firms. In case payments are made in current coin or currency notes, certificate will be submitted by the contractors/firms along with undertaking by the concerned workmen asking for payment other than by cheque or by crediting in the bank account of the employee/workman.

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Contd...

- [h] The Applicant must upload and submit hard copy of employees Provident fund code number, Goods and Services Tax (GST) registration number with supporting documents and Integrity Pact duly signed on each pages in original in **Cover-1**, if not in possession of these documents shall be disqualified in Technical bid (**Cover-1**) evaluation and his price bid (**Cover-2**) shall not be opened
- [j] INTEGRITY PACT: Integrity pact is an integral part of tender/bid documents. Scanned copy of Integrity pact duly signed on each page by the bidder shall be uploaded as a part of technical bid (Cover -1) and original IP duly on all pages shall be forwarded by post along with demand draft to Accepting Officer. Bidders who do not upload scanned copy of IP duly signed will be informed through option of "Short Fall Documents" (in e-tendering portal). Any bidder who fails to forward the copy of IP duly signed even after this communication shall be disqualified in the Technical Bid (Cover – 1) evaluation and his financial bid will not be opened.
- [k] Prior to commencement of electrical work/ electrical component of works, copy of valid Electrical License in the name of the contractor or copy of agreement with agency having valid Electrical License along with agency's Electrical License shall be submitted by the contractor to the Accepting Officer through GE with copy to CWE. In case contractor does not possess valid Electrical License and he intends to get such work executed through agency having valid Electrical License and with whom he has agreement, prior approval of such agency shall be got done from competent authority, who shall be concerned CWE (concerned CE Zone in case there is no CWE). Copy of License shall be submitted to GE/AGE (I) as well as CWE/CE Zone for future reference.
- [l] Supervisor for execution of electrical works / electrical component of works employed by the contractor shall possess Supervisor Certificate of Competency issued by concerned State Government/Union Territory and the worker/tradesmen for execution of electrical works/electrical component of works shall hold necessary Permit issued by concerned State Government/ Union Territory."
- [m] Contractor enlisted upto one class below the eligible class may also apply/bid for this tender. Their application shall be considered subject to fulfillment of other eligibility criteria given in NIT when number of applicants of eligible class qualifying for the tender are less than 7 (seven).

In case number of eligible class contractors satisfying the eligibility criteria given in NIT are 7 or more than 7, application of one class below the eligible class shall not be considered except those who have previously completed similar works satisfactorily and are meeting the criteria of up gradation in respect of past experience, PQC and / or average annual turnover as applicable and financial soundness (solvency/financial soundness and working capital) provided the value of work is less than twice the tendering limit of such contractors.

Note: Contractors one class below the eligible class shall upload all necessary documents wrt works experience, PQC and financial soundness in **cover-1** of tender (T bid).

Signature of contractor

DD (Contracts)

For Accepting Officer

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd....)**Annexure No. I****ELIGIBILITY CRITERIA FOR UNENLISTED CONTRACTORS**

- 1 **PAST EXPERIENCE OF COMPLETED WORKS IN LAST FIVE YEARS AND TURNOVER AS APPLICABLE:** As specified in NIT
- 2 **FINANCIAL SOUNDNESS:** (Certificate from Nationalized / Scheduled Bank. On requisite specimen to be furnished. Proforma of these documents is given below):
 - 2.1 Firm shall be solvent upto **Rs. 8.00** Crores or financially sound for engagement of upto **Rs. 40.00** Crores.
 - 2.2 Firm shall have working capital not less than Rs. **75.00** Lakhs.
 - 2.3 To arrive at the value of similar work completed to the present value, escalation @ 5 % per annum for each completed year from the actual completion date (as mentioned in the completion certificate) on the actual value of work completed at Sl. (a) & (b) may be added. The value so arrived shall be compared with the above mentioned requirement for the purpose of eligibility criteria.
 - 2.4 The firm should have organizational setup, past experience and have reputation in the market as contractor having construction experience. The firm should have all requisite equipment for construction. The firm shall submit documents towards experience of having executed such similar works, response to completion of defects rectification and no contractual disputes in last two years.
 - 2.5 The bidder should be Indian Engineer construction firm with no foreign association. Involvement of any for foreign nationals or associates is strictly not permitted.
 - 2.6 The contractor shall submit constitution and legal status of the firm i.e. proprietorship/ partnership/Ltd concern duly supported with copy of document.
 - 2.7 The firm should not banned/black listed in any Defence/Govt work. The bidder shall give an undertaking in Non-judicial stamp paper that the firm is not debarred from bidding for government tenders. Further more the firm has not incurred losses during the last five years. The firm is having no litigation with PSU/Govt. departments.
- 3 **For Joint venture firms:** In addition to the above Joint venture firms shall fulfill the following criteria:
 - 3.1 **Joint venture, consortium partners shall be permitted to participate in the tender.** The JV shall submit the agreement as per Annexure 'II' given below.
 - 3.2 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 'II'. The JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit for all tenders and Performance Security Deposit as per instructions, if contract is awarded.
 - 3.3 Foreign Companies shall not be permitted to participate in JV.
 - 3.4 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 subject to security clearance from Ministry of Home Affairs.

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd....)

- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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/DGNP.
- 3.10 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 (ie shall not be qualified in 'T' bid Cover '1').
- 3.11 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 3.12 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, EMD - Barring from bidding for six months
 - (b) Due to default in performance of contract etc - Administrative actions as per existing instructions.
- 3.13 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.

ANNEXURE 'II'**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 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 (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.

ANNEXURE 'II' [CONTD...]**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 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;

ANNEXURE 'II' [CONTD...]

(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

(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.

FORM OF SOLVENCY CERTIFICATE FROM A NATIONALISED / SCHEDULED BANKBank Address and code

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

Place:

Signature of Bank Manager

Date:

(Name, Designation, personal code No. of Signatory & Seal of Bank

Note: In Case of partnership firm, certificate to include names of all partners as per record with bank

FORM OF WORKING CAPITAL CERTIFICATE FROM A NATIONALISED / SCHEDULED BANKBank Address and code

This is certified that M/s /Shri /Smt _____ having address _____, has/ have maintaining a saving bank account/ current/ fixed deposit account with this branch of bank since _____ and an amount not less than Rs. _____ (Rupees _____) has been available to the credit in his/ her/ their account Nos. _____ for the last three months.

The Firm is enjoying overdraft/ credit facility upto limit of Rs. _____.

Place: Signature of Bank Manager

Date:

(Name, Designation, personal code No. of Signatory & Seal of Bank

Note: Please forward above documents issued by your Bankers in original to be received in the office of DGNP (V) within 05 days of opening date of Technical bid (**Cover I**). Above certificates shall not older than 6months as on closing date of Bid submission. Signatory shall endorse his rubber seal, indicate his name & bank employee number, Bank address particulars like full address, telephone & fax number.

APPENDIX 'A' TO NOTICE INVITING TENDER (Contd...)**Annexure No. I (Contd...)****4. ENGINEERING ESTABLISHMENT:**

(a) The firm should have employed Three Graduate Engineers from a government recognized institution with minimum experience of 5 years.

And

(b) The firm should have employed five diploma engineers from a government recognized institution with minimum experience of 8 years.

And

(c) The firm should have employed one of the engineer having capability to use Project Management Software like MS Projects/ Primavera and SCADA system with minimum experience of 5 years.

Above documents shall be in affidavit form duly self-attested and notarized.

5. T&P/MACHINERY/TRANSPORT: - List of T&P /machinery/transport as per "SS" class contractor shall be given on Non-judicial stamp papers.
6. POLICE VERIFICATION: Copy of police verification certificate of proprietor/ All partners/ all directors from police authority of the area where registered office is located. Alternatively, notarized copy of valid passport of proprietor/ each partners/ each director can be submitted.
7. CERTIFICATE REGARDING NO RECOVERY OUTSTANDING IN ANY GOVT DEPARTMENT: Affidavit to this effect shall be furnished
8. Organization of Firm: Documents regarding Proprietorship/ Partnership/ Private Limited concern to be submitted. Also affidavit regarding no sister concern in DGNP (V)/ MES (Military Engineer Services) and no near relative to officer's rank or JE's working in DGNP (V)/ MES to be furnished.
9. Particulars of works completed in other Govt Department/PSU during last five years giving designation and full address of the office under whom works executed as per proforma appended below submitted: -

Sl. No.	CA NO	Name of work	Amount of contract	Formation Viz CE, CWE, GE or officer of other Deptt. (Fax No. /email address/ address with pin code)	Date of commencement	Original date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9

10. The capability of contractor as indicated in quarterly work load return of the Department shall be also verified/ checked.
11. DSC used by the tenderer shall be issued on behalf of the applicant firm.

[I NARESH KUMAR]

DD (Contracts)

For Accepting Officer