MILITARY ENGINEER SERVICES
NOTICE INVITING TENDER (NIT)

(IN LIEU OF IAFW-2162 (REVISED 1960)

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 costs more or less, a tenderer / bidder will have no claim on this account.

3. The work is to be completed within the period as indicated in the aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.

4. Contractors whose names are on the MES approved list and within whose financial category the estimated amount would fall and un-enlisted contractors may submit tender/ bid subject to the other criteria mentioned in Appendix-A. However in case of term contracts, enlisted contractors of class SS to E may submit tender. Not more than one tender shall be submitted/ uploaded by one contractor/ firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/ bid for the same contract as separate competitors. Two firms shall be deemed to have business dealing if any of the partners/proprietor/ director is common among both of them. A breach of this condition will render the tenders/ bids of both the parties liable for rejection.

5. The Office of Chief Engineer (Coast Guard) Goa will be the Accepting Officer here-in-after referred to as such for the purpose of the contract.

6. Not more than one tender/ bid shall be submitted/ uploaded by one bidder firm. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender/ bid for the same tender as separate competitors. A breach of this condition will render the tenders/ bids of both the parties liable for rejection.

7. The Technical Bid and Financial bid (Cover-1 and Cover-2) shall be uploaded by the tenderer/bidder on or before the date & time mentioned in **NIT**. A scanned copy of DD with enlistment details/ documents shall be uploaded as packet 1/ 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 encashing the DD including revalidation of DDs and shall not have any claim from Government whatsoever on this account.

8. Tender forms and conditions of contracts and other necessary documents shall be available on website **defproc.gov.in** for download and shall form part of contract agreement incase tender/bid is accepted.

9. Sample of materials and stores to be supplied by the contractor will also be available for inspection by the bidder at the office of concerned GE/ GE(I)/ AGE(I)/ Project Manager during working hours. The bidder is advised to visit the site of work by making prior appointment with concerned GE/ GE(I)/ AGE(I)/ Project Manager, who is the executing agency of the work (see Appendix-A). The bidder shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.

10. Any bid which proposes any alteration to any of the conditions laid down or proposes any other new condition whatsoever, is liable to be rejected.

NOTICE INVITING TENDER (NIT) (CONTD…)

11. 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 specifications of work to be done and of the conditions and rates at which stores (as applicable) etc will be issued to him and local conditions and other factors having bearing on the execution of the work.

12. Tenderers/bidders must be in possession of a copy of the MES Standard Schedule of Rates (SSR Part-I & part-II of latest edition) including errata and amendments there to.

13. The Accepting Officer does not bind himself to accept the lowest or any tender bid or to give any reason for not doing so.

14. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking/ Small & medium Enterprises (SMEs), 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 for such tenderer/bidder whose tender/bid is rejected.

15. This Notice Inviting Tender (NIT) including Appendix ‘Á’ and annexure there to, if any shall form part of the contract agreement.

Signature of Contractor **AAD (Contracts)**
Dated: **for Accepting Officer**

APPENDIX 'A' TO NOTICE OF E-TENDER

1.	Name of Work:	:	**PROVISION OF ROOF TOP GRID CONNECTED SOLAR POWER PLANT AT ICGS MUNDRA**
2.	Estimated Cost:	:	**Rs. 64.00 lakhs (At par market)**
3.	Period of completion:	:	**06 Months (180 days)**
4.	Cost of tender documents	:	**Rs. 1000/-** in the form of Demand Draft /Bankers Cheque from any Scheduled Bank in favour of A**GE (I) Jakhau** payable at **Jakhau** (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	:	"Tender shall be item rate contracts based on (IAFW-1779A) with schedule 'A' BOQ. (List of items of work) to be priced by tenderer, The tenderer are required to quote their rates against each item of BOQ.)
7.	Timeline Details		Refer critical dates
	(a) Bid submission start date		
	(b) Bid submission end date		
	(c) Date of bid opening		
8.	Eligibility Criteria		
	(A) For MES enlisted contractor		(i) Contractors shall be enlisted with MES in **Class 'C'** subject to satisfactory remarks wrt performance in respect of works in hand as reflected in workload return (WLR) or any other report circulated by competent Engineer authority. (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 as given at (C) (i) below. (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.
	(B) For contractors not enlisted with MES	:	(i)Contractors not enlisted with MES should meet the enlistment criteria of **'C' class** contractor with regards 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 & 1.5 of Section 1 of MES Manual on Contracts-2020 as available in all MES formations as well as MES website (www.mes.gov.in) (ii) Not carrying adverse remarks in work load report (WLR) or any other similar report circulated by any competent authority, if already working in MES. (iii) Not suspended/debarred/blacklisted (either permanently or temporarily) 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. (iv) Contractor should have MoU with "Solar power firms of ratings 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 having experience as given at Para 8(C) below. However requirement of MoU is exempted for contractors who themselves are having requisite rating agency mentioned here-in-before

APPENDIX 'A' TO NOTICE OF E-TENDER (Contd..)

	(C) For all Contractors	:	The contractor/ Solar Power firms having successfully completed Solar Power Plants in Government Dept/ PSU or any Public Institution during last seven years ending last day of previous month to the one in which applications are invited should be any of the following:- (a) One work of not less than of 80% capacity of plant OR (b) Two works of not less than of 50% of capacity of plant OR (c) Three works of not less than of 40% of capacity of plant **Note:** (i) Experience includes designing, installation, testing and commissioning of solar power plant. (ii) Contractor will not be allowed to execute the work by subletting or through power of attorney holder on his behalf to a third party/ other firm except sons/ daughters of proprietor/ partner/ Director and firm's own employees Director, project manager. This shall be not subject to certain condition which will be prescribed in NIT forming part of tender documents. Joint venture shall be permitted. In this regard please refer Note No 15 to NIT
9.	Tender issuing and Accepting Officer	:	**Chief Engineer (CG) Goa** Address:- Military Engineer Services, Coast Guard Air Enclave Dabolim, Goa– 403 806 Phone No:- 0832 2970606 Email:- Cezcgg2-mes@gov.in
10.	Executing agency	:	**AGE (I) Jakhau**
11.	Earnest Money	:	**Rs. 1,21,000/-** in favour of **AGE (I) Jakhau.**
12.	Notes	:	(a) In a tender, the eligible solar power firms can either bid as direct participant/ bidder or under MoU with MES enlisted /unenlisted contractors, but cannot bid simultaneously for the same tender as direct participant/ bidder as also under MoU with MES enlisted/ unenlisted contractors. (b) MoU will be permitted between one eligible solar power firm and one MES enlisted/ unenlisted contractor, bidding for the same tender. (c) In case any violation of condition at (a) and (b) above is noticed, all such bids shall be treated as invalid.

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

NOTES:-

1. After opening of Cover 1, if 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 less than 7 (Seven), applications in respect of contractors **Two**/**one class** below eligible class shall also be considered subject to fulfilment of other eligibility criteria given in NIT. Therefore MES contractors **Two**/ **One class below** may also bid for this tender. However contractors of one class below the eligible class shall not be considered in case their present residual workload in hand is more than five times their present tendering limit. Such bidders shall upload in their Cover-1 bid details of works in hand showing names of work, name of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.

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

3. 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 concerned authorities.

4. Contractors enlisted with MES will upload following documents in Cover-1 for checking eligibility :-

(a) Application for the tender on Firm's letter head.
(b) Enlistment letter issued by the Registering Authority duly renewed for the cyclic period in vogue.
(c) Scanned copy of DD / Bankers cheque towards cost of tender and EMD instrument in case SSD bond is not signed at the time of registration.
(d) GST, EPF and ESIC registration
(e) Any other document required as described in this Appendix.

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

(a) Application for the tender on Firm's letter head.
(b) Scanned copy of DD / Bankers cheque towards cost of tender and EMD instrument
(c) Copy of Police Verification Report / Police clearance Certificate / Character Certificate from the Police Authority of the area where the registered office of the firm is located/notarized copy of valid passport of Proprietor /each Partner/each Director.
(d) All documents required for enlistment in MES for the class mentioned in Para 8(B) above as per Para 1.5 of Section 1 of MES Manual on Contracts 2020.
(e) Details of works being executed in MES, if any.
(f) GST, EPF and ESIC registration
(g) Any other document required as described in this Appendix.

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

7. Contractors should ensure that their original physical DDs and Earnest Money Deposit (EMD) instrument (as applicable) reach the office of Accepting Officer within 05 days of bid submission end date failing which following action shall be taken.

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

(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 wilful negligence of the tenderer with ulterior motives and such tenderer shall be banned from bidding for a period of six months commencing from the date of opening of Financial Bid (cover-2).

(b) In case of tenders from unenlisted Contractor, where scanned copies of requisite DD / Bankers Cheque towards cost of tender have been uploaded in Cover-1 but physical copies are not received within the stipulated period, their financial bids (Cover-2) will not be opened. Name of such contractors along wih 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 un enlisted contractors, where scanned copies of instrument for Earnest money (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 tenderers as per NIT, a communication in the form of e-mail/SMS/Speed post etc shall be sent to the contractor to rectify the deficiency within a period of seven days from date of communication failing which their financial bid (Cover 2) shall not be opened and contractor shall not have any claim on the same.

10. Invitation for e-tender does not constitute any guarantee for validation of Technical bid and subsequent opening of financial bid of any applicant/bidder merely by virtue of enclosing DD. Accepting Officer reserves the right to reject the Technical bid and not to open the financial bid of any applicant/bidder. Technical bid validation shall be decided by the Accepting Officer based on eligibility of the firm as per criteria given in this Appendix. Tenderer/bidder will be informed regarding non validation of his Technical bid assigning reasons therefore through tender evaluation report which shall be uploaded on the website. Such tenderer, if desires, may appeal to the next higher engineer authority (NHEA) viz **HQ Additional Director General (Projects), Military Engineer Services C/o Chief Engineer Chennai Zone Island Ground, Pallavan Salai Chennai- 600009** on email id **adgpchn-mes@nic.in** with copy to the Accepting Officer on email before the scheduled date of opening of Cover 2. NHEA shall decide the matter within a period of seven working days from the date of receipt of appeal. The decision of the NHEA shall be final and binding. The tenderer/ bidder shall not be entitled for any compensation whatsoever for rejection of his bid.

11. In case 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 work being executed by such contractor shall be uploaded in the Cover 1 of the bid and shall be checked/ verified by the Accepting Officer.

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

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

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

14. Tender to related firms shall not be issued simultaneously. Firms shall be termed as related if Proprietor/One or more Partner/Directors are common. Decision of Accepting Officer on issue/deny the tender to any one of the related firms shall be final and binding.

15.0 Joint Venture in MES Works

15.1 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 and individual Security Deposit as per Instruction, If Contract Is awarded

15.2 (a) Foreign Companies shall not be permitted To participate In JV

(b) Indian Companies having Director(S) of Foreign origin and Indian Companies having Director(S) of Indian Origin but residing aboard/ 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/20034/290/2013-1S II dated 30 Jun 2015 and amendment thereof vide OM No II/20034/2013-II dates 09 Dec 2015, These letters, being classified, are not being shared. The case for Security Clearance shall be processed to this HQ for taking up matter with concerned authorities.

(c) Case for Security Clearance shall be processed to E-in- C's Branch on priority after opening '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.

15.3 A Valid agreement shall exist between the parties of JV defining clearly the role. Responsibility and scope of works 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.

15.4 JV as a single unit or each party of the JV shall have permanent Account Number (PAN) and GSTIN. However if the contracts is awarded to the JV, then PAN & GSTIN shall be Obtain by the JV as a single unit.

15.5 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.

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

15.6 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.

15.7 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.

15.8 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 bid(s) of the related JV(s) shall not be opened (i.e. shall not be qualified in 'T' bid Cover'1').

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

15.10 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

15.11 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.

ANNEXURE 'A'

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 the ……..day……2022……

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 hereby irrevocably constitute a Joint Venture for the purposes of Jointly participating in the Bidding Process for the project.

(b) The parties do 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:

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

(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, validity 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, judgement, order or degree 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 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 or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such party in the fulfillment or its obligation under this Agreement.

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

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.

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

WITNESS
In the presence of:

1. 2.

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

Signature of Contractor

AAD (Contracts)
for Chief Engineer

83005/ 52 /E8

24 Oct 2023

HQ Chief Engineer (Coast Guard)
Military Engineer Services
Indian Coast Guard Chicolna
JNC Nagar Road, Bogmalo Post,
Goa– 403 806

Signature Not Verified

Digitally signed by Ashok Atmaram Dalal
Date: 2023.10.26 11:16:53 IST
Location: Ministry of Defence-MES