



**Indian Renewable Energy Development Agency Ltd.
(A Government of India Enterprise)**

(Open E-Tender)

E-Tender document for
Engagement of agencies for providing Manpower Services
on Contract Basis

Tender Number: 04/TENDER/Empanelment of Manpower Agencies/2017-18 dated 04.01.2018

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IREDA

Indian Renewable Energy Development Agency (IREDA) is a Public Sector Enterprise incorporated as Public Limited Company u/s 617 of the Companies Act, 1956. IREDA was established in the year 1987 as a specialized Public Financial Institution under the administrative control of Ministry of New and Renewable Energy (MNRE), with an objective to promote, develop and extend financial support to Renewable Energy and Energy Efficiency / Conservation Projects in India. The technologies supported by IREDA include Solar Energy, Wind Energy, Hydro Power, Biomass Power & Cogeneration, Waste to Energy and Energy Efficiency/ Conservation.

IREDA has been notified as a “Public Financial Institution” under section 4 ‘A’ of the Companies Act and registered as Non-Banking Financial Company (NFBC) with RBI.

IREDA has played a pioneering role in the promotion and development of renewable energy in the country. It has acted as a vital bridge in commercialization of the sector by providing innovative and customized financial instruments across the entire value chain of the renewable energy sector. Looking into the successful business models created by IREDA, financial institutions / banks are coming forward to finance the sector.

Till the end of Financial Year 2016-17, IREDA has sanctioned approx. 2400 clean energy projects with loan commitment of Rs.48832 Crores, making it the single largest “Green Financier” in the country. This has supported the growth of Renewable Energy sector in India.

IREDA has been the focal point of attracting international finance in the Indian RE sector; multilateral / bilateral lending agencies like World Bank, Asian Development Bank, JICA, KFW, AFD, and EIB prefer to route their funds through IREDA for supporting the Indian renewable energy sector.

- 1.1 IREDA invite bids from reputed manpower agencies for supply of temporary / manpower services viz., Graduate Engineers with MBA, Information Technology (IT) Discipline, Programmer, Computer Operator, Data Entry Operators, Executives in HR, Finance Discipline, Secretarial Staff, Assistants, , Drivers etc. on contractual basis, most of the manpower requirements are from Electrical Engineering discipline. The tentative requirement of manpower is mentioned at Para 1.2. The manpower shall be ready to work in IREDA's offices located at New Delhi and/or branch / camp offices across the country. The detailed Tender document is available at www.ireda.in.
- 1.2 IREDA requires manpower under different category for working in various branch/ camp offices across the country as well as at IREDA's Corporate / Registered offices at New Delhi on fixed terms basis for meeting the periodical manpower requirements. To meet the above requirements, IREDA invite Technical bid and Financial bid from reputed manpower agencies for empanelment of agencies for supply of manpower services. The tentative annual requirement of manpower is around 50 in various disciplines.

- 1.3 Interested & eligible agencies may submit their bids in accordance with the instruction given in the bid document. The detailed schedule is as under:

S. No.	Description	Date and Time (IST)
1	Proposed date of Release of Advertisement in English & Hindi newspapers and IREDA's website www.ireda.in	04.01.2018
2	Pre – Bid Meeting	10.01.2018 - 11.00 AM
3	Last Date of Submission of Bid	05.02.2018 – 3.00 PM
4	Technical Bid Opening	07.02.2018 - 11.30 AM
5	Financial Bid Opening	To be notified separately to successful bidders.

Note: If there is any clarification based on the pre bid meeting the same shall be uploaded in the IREDA's website only

The last date for submission of bid is **05.02.2018 at 3.30 PM**. All the supporting documents (as per the details in technical bid and for eligibility criteria) needs to be submitted to the following address in a sealed envelope super-scribing as "Bid for empanelment of agencies for providing of manpower on Contract Basis".

The original Demand Draft / Banker's Cheque of **Earnest Money Deposit (EMD) and Tender Fee** in support of quotation addressed to General Manager (HR) must be deposited in the Tender Box kept at Reception of IREDA Corporate Office, 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066 on or before **05.02.2018 (Monday)** at 3.00 P.M.

The Senior Manager (HR)

Indian Renewable Energy Development Agency Limited
(A Govt. of India Enterprise)
3rd Floor, August Kranti Bhawan,
Bhikaiji Cama Place, New Delhi – 110 066.
Tel: 011-26717400-12
Fax: 011-26717416

2.0 Bid Fee:-

The bidder should submit both Technical and Financial bid (through online only) along with a non-refundable bid fee of Rs. 2,000/- (Rupees Two thousand only) in the form of DD or Banker's cheque drawn in favour of IREDA Ltd. payable at New Delhi. The bids not accompanied by the requisite bid fee shall be summarily rejected.[Non-refundable].

3.0 Earnest Money Deposit (EMD):-

- 3.1 Bidders shall submit along with the tenders Earnest Money Deposit of ₹.50,000/- (Rupees two lakh and fifty thousand only) in the form of a Demand Draft drawn in favour of "IREDA", payable at New Delhi or Bank Guarantee as per the format prescribed in **(Annexure 'IX')**. Bids not accompanied by the requisite amount of earnest money shall be rejected as being non-responsive and the online financial bid of the bidder will not be opened. Request for exemption from payment of EMD will not be accepted in any case.

3.2 The EMD shall be returned without interest:-

- (a) To the unsuccessful bidders after the award of contract to the successful bidder.
- (b) In case bidding process is terminated by IREDA for any reason.

3.3. The EMD of successful bidder/s shall be returned after the execution of the agreement.

3.4 The EMD (Bid Security) will be forfeited without any further notice or proof of damages, etc.:

- i. If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form; or
- ii. In case of successful bidder if the bidder fails (a) to accept letter of award incorporating the agreements reached during pre-award discussion unconditionally; and (b) to furnish contract performance guarantee.

3.5 MSE registered with DICs/KVIC/KVIB/NSIC/Directorate of Handicrafts and Handloom/UAM or any other specified by Ministry of Micro, small & Medium Enterprises(registered for the housekeeping & maintenance work) are exempted from (i) submission of EMD/bid security Deposit on production of requisite proof in the form of valid certificate for the tendered service, (ii) payment of fee towards tender documents,

4.0 Minimum Eligibility Criteria

The Bidder should meet the following criteria for acceptance of tender for evaluation of technical bids.

Mandatory Requirements to meet the Eligibility Criteria:

4.1 Experience:

- (a) The Bidder should have minimum Five (05) years' experience in providing skilled manpower like Engineers, Executives in Human Resources, Executives in Finance and Engineers in IT, Secretarial Staff, Computer Operator, Programmer, Assistants, Drivers, MTS etc.
- (b) The bidders should have placed skilled manpower of a minimum of 50 numbers in leading companies in Govt. / Semi-Government/ Autonomous Bodies/ Government Authorities/ Public sector in each financial year during the past three (03) years. The bidder should submit the relevant records in proof of providing skilled manpower of minimum 50 number in each financial year during the past three (03) years viz., Letter of Award, Agreement, PF, records or any other proof of relevant record in this regard.

The bidder should also submit along with the bid documents the satisfactory performance certificate(s) issued by Govt./Semi-Govt./Autonomous bodies/Govt. authorities/ Public sector in support of it having rendered satisfactory services to such departments / institutions, etc. during the past five (05) years.

- (c) The participating bidder should have satisfactorily completed three projects on or after 1st April, 2014
- (d) The total manpower requirement would be approximately 50. The bidders should be able to supply the manpower in all the categories in line with the above manpower requirement.

4.2 PAN India presence:

The Bidders should have offices across the country and one of its main office /branch office in Delhi/NCR and bidder should have PAN India presence will be eligible to participate in the bid.

4.3 Turnover:

The minimum turnover (i.e. total sale) during the each financial years in past three (03) years should be minimum Rs.1.20 crores or more (as per Annual Report and/or CA certificate of the Bidder for the FY 2014-15, 2015-16 & 2016-17) in each year.

4.4 (1) Must be Registered with the Government Authorities as per following details :-

- (i) The Contract Labour (Regulation and Abolition) Act, 1970;
- (ii) The Employee State Insurance Act, 1948;
- (iii) The Employees Provident Funds and Miscellaneous Provision Act, 1952;
- (iv) Income Tax Act, 1961
- (v) Goods and Service Tax (GST), 2016

The bidder shall furnish the information as per format prescribed and compliance as per law (Annexure 'IV'). (The documentary proof of such registrations should be enclosed). The Bidder should have a valid PAN and GST(copy of the same should be enclosed). The bidder should produced a copy of the returns and income tax returns submitted for the FY 2013-14, 2014-15, 2015-16, 2016-17.

- a) Bidder should be a Proprietorship or Partnership firm/Agency/ Company/ Cooperative Registered with appropriate authority. Joint venture is not permitted. A proof of registration certificate issued by Competent Authority for supporting the legal validity of the bidder shall be submitted.
 - b) The bidder should submit an Undertaking (on company's letter head) that upto date returns have been filed and the bidder has no dues towards Service Tax/GST Department.
 - c) Also an Undertaking (on company's letter head) for non-black-listing during the last 3 years.
 - d) The bidder should have completed the works as mentioned above during the last 3 years ending previous day of last date of submission of tender.
 - e) The Party should have offices in two or three metropolitan cities.
 - f) The bidder should submit an Undertaking (on company's letter head) that "There is no legal suit/criminal case pending or contemplated against the Company, Proprietor or any of its Registrars (in the case of Pvt. Ltd. Company), Partnership firm / Agency / Cooperative on grounds of impropriety or for violation of any of the laws in force.
- (2) The Bidder should also provide an undertaking (as per the format enclosed at **Annexure VI, VII, X**) that it will comply with all the applicable/ prevailing statutory provisions, laws, acts and Government orders amended/notified, Integrity Pact Agreement during the period of agreement. Further, the agency shall be solely responsible for payment of wages/salary and statutory dues to provide all the benefits as per the prevailing laws, acts and guidelines.

4.5 Non-refundable bid fee of Rs. 2,000/- (Rupees Two thousand only) in the form of DD or Banker's cheque drawn in favour of IREDA Ltd. payable at New Delhi.

4.6 Earnest Money Deposit of Rs. 2,50,000/- (Rupees two lakh and fifty thousand only) in the form of a Demand Draft drawn in favour of "IREDA", payable at New Delhi or Bank Guarantee.

4.7 The conditional and incomplete bids will be summarily rejected.

Agency, who will not fulfill the above pre-requisite requirement will not be considered. No Technical Bid/ Financial Bid will be evaluated of such agencies.

5.1 **Submission and opening of Tender**

- (a) Any other information, may be obtained from

Shri Naresh Verma
Senior Manager (HR),
Indian Renewable Energy Development Agency Limited
(A Govt. Of India Enterprise)
3rd Floor, August Kranti Bhawan,
Bhikaiji Cama Place, New Delhi – 110 066
Tel: 011-26717400-12 /Fax: 011-26717416

- (b) The schedule for bid process is as follows:

Date and time of opening of online Technical Bids	07.02.2018 - 11.30 AM
Date and time of opening of online Financial Bids	To be notified separately to the successful bidders.

- (c) Any offer beyond the stipulated date and time for submission of bid or IREDA received through fax and email will not be accepted.
- (d) No further discussion/ interface will be granted to Bidders whose bids have been disqualified. IREDA reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.
- (e) IREDA will not entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids or any other expense till award of contract.
- (f) The General Terms and Conditions has been given in **(Annexure 'I')**
- (g) The Special Terms Conditions has been given in **(Annexure 'II')**

6.1 **Financial Bid**

- (a) On-line submitted Financial bids shall be opened in respect of those bidders only who fulfil the eligibility criteria and technical specifications as mentioned in the tender.
- (b) The rates quoted shall be valid for a period of 3 (three) years from the date of award of contract or up to currency of the contract, whichever is higher.
- (c) In case the candidates leave/abandon the job within three (03) months from their joining, the agency shall have to provide replacement without charging any fees. One time fee shall be payable to agency only after completion of three (03) months by a particular candidate.
- (d) One time IREDA recruitment charges for staff may be quoted in lump sum strictly as per the online Financial Bid format provided in the annexure of the bid including all necessary activities from IREDA recruitment to contract signing.
- (e) All the statutory guidelines of Govt. of India for payment of wages, leave, medical, PF, ESI, Bonus, etc. shall be complied with by the agency and shall be adhered to by the service provider (agency) strictly in terms of the applicable legislations.
- (f) The Financial Bid format (to be filled by bidder through online only) is enclosed as **Annexure 'V'**.

Evaluation Criteria

(a) The weightage for Technical and Financial shall be 75% and 25% respectively to select the Specialized Professional Manpower Agency based on their quality. The Technical Evaluation will be done by the Tender Evaluation Committee of IREDA.

1	Number of Years Experience for supplying manpower (upto 05 Years =05 marks; 5 to 10 Years=10 marks and more than 10 Years= 15 marks)	15 marks
2.	Number of Manpower supplied during the last 05 years in the leading Government/ Semi-Government/ Autonomous Bodies/ Government Authorities / Public Limited Companies (For 50 Nos.=05 marks; 50 to less than 250 Nos.=10 marks and more than 250 Nos.=15 Marks)	15 marks
3.	PAN India Presence (3 states- 4 marks; 4 to 5 states-6 marks and more than 5 States- 10 marks)	10 marks
4	Turnover during the last three years (minimum Rs.1.20 crores or more) as per Annual Report /ITR of the Bidder <2 crores = 04 marks 2-5 crores= 6 marks >5 crores= 10 marks	10 marks
5.	Number of ongoing/Running Contracts [PSU/ CPSEs/Central Govt./ Semi-Government/ Govt. Autonomous Bodies/ Public Limited Companies] Govt. Deptt./Bodies-1 marks / CPSEs/PSUs-1 marks / Banks & Fls- 1 marks/Power sector PSUs-2 marks Upto 5 ongoing contracts -5 marks and more than 5 ongoing projects – 10 marks	15 marks
6.	Registration with Govt. Authorities under Contract Labour Act, ESI Act, PF Act, GST etc. PAN, TAN)	10 marks
7.	ISO 9001:2008 or 9001: 2015 – 5 marks ISO certification for Manpower Management-5 marks NSIC/MSME certification - 5 marks NSIC/MSME certification (for SC/ST entrepreneurs category)- 5 marks	20 marks
8.	Head/ Registered Office and Main / Corporate Office in Delhi	05 marks
Minimum qualifying marks shall be 80 out of 100 in technical criteria.		
<p>Financial Criteria (The online Financial Bid will be opened only for the Agencies who have been qualified in the Technical Bid)</p> <ul style="list-style-type: none"> • Rate of Service Charge (To be quoted by Bidder) Weightage : (i) <u>Technical Criteria /Scores:-75%</u>; and (ii) <u>Financial Criteria/Scores - 25%</u> • Bidder, who will quote lowest rate of financial cost would be given as financial score 100 and other Bids given financial score that are inversely proportionate to their prices. The bid obtaining the highest total combined scores in Technical & Financial bids will be ranked as H-1 followed by bids scoring lesser marks as H-2, H-3 etc. The bid scoring highest ranked H-1 will be invited for negotiation/ discussion, if required, and shall be recommended for award of contract. • The empanelment shall be based on their ranking of scores obtained by them. • IREDA reserves its right to empanel and engage more than one agency contract as per requirement at its sole discretion.. 		

- b) Participating MSEs (registered for housekeeping & maintenance work) quoting price within band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than a MSE. In case of tender item is non-splitable or non-dividable etc., MSE quoting price within price band L-1+15% may be awarded for full /complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. Procurement from MSE.
- c) In respect of start-up and MSEs Prior Turn over and Prior Experience eligibility criteria be relaxed subject to meeting of quality and technical specifications as per notified Govt. guidelines.

7. Procedure to submit the tender document:

The bidder shall submit the **Technical bid and Financial Bid in the on-line format only.**

However, the following documents be submitted by hand/postal authorities in support of technical bid for qualifying eligibility criteria, etc. in a separate sealed envelope super-scribing / marked as "Technical Bid document for Empanelment for supply of contractual manpower on Contract Basis." The bidder has to ensure that the said sealed envelope should reach to IREDA Corporate Office (3rd floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi-110066) and dropped in the Tender box kept at Reception before/by due tender closing date & time (i.e. 2018 by 11.00 am). The on-line submitted technical bid of the participative bidders will not be accepted and summarily rejected in case of non-receipt of such sealed envelope (even open envelope will not be accepted and will be rejected) containing all the necessary documents by due closing tender date, time & Venue and in this regard no appeal/request of any kind (even postal delay) for delay will be entertained.

(l) The following documents are to be submitted in the one big sealed envelope :

Envelope No. 1: Should contain DD/ Banker's cheque of Rs.2,000/- (Rupees Two Thousand Only) drawn in favour of IREDA Limited, payable at New Delhi, towards non- refundable processing fee **(on the backside page of DD, the company's name should be written for proper identification);**

Envelope No. 2: Should contain DD/ Banker's cheque/ Bank Guarantee of Rs.2,50,000/- (Rupees Two Lakh and fifty thousand Only) drawn in favour of IREDA Limited payable at New Delhi, as per the prescribed format towards Earnest Money Deposit (EMD) **(on the backside page of DD, the company's name should be written for proper identification);**

Envelope No. 3: should contain all the relevant documents required along with dully signed by the authorized signatory and furnish the information strictly as per bid document format;

Envelope No. 4: should contain **duly signed (all pages)** Undertakings/Declaration.

8. Award Criteria

The Company will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and has been determined based on the above said evaluation criteria.

9. Fraud and Corruption

It is expected from the bidder that they will observe the highest standard of ethics during the tendering process and execution of such contract. In pursuance of this policy :

- (a) For the purpose of this provision, the terms set forth below shall mean as under :
- i. **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in contract execution; and
 - ii. **Fraudulent practice** means a misrepresentation of acts in order to influence a tendering process or the execution of a contract to the detriment of the Company, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.
 - iii. **Collusive practice** means a scheme or arrangements between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, non-competitive levels; and
 - iv. **Coercive practice** means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract.
- (b) A bid may be rejected by the Company if it is determined at any stage that the respective bidder has engaged in corrupt, fraudulent, collusive or coercive practice, fraudulent, collusive or coercive practice(s) in competing for, or in executing, a contract.

The Company may declare a firm ineligible, either indefinitely or a stated period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practice(s) in competing for, or in executing, a contract.

ANNEXURE-I

GENERAL TERMS AND CONDITIONS

1. Definition of Terms

- a. IREDA shall mean "IREDA" having its Registered Office at Core 4-A, East Court, India Habitat Centre, Lodhi Road, New Delhi – 110 003 and its Corporate Office, 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066
- b. EMD shall mean Earnest Money Deposit.
- c. Security Deposit shall mean Security Deposit against Contract awarded.
- d. Bidder shall mean any applicant who is submitting the bid in reference to this document.
- e. Agency shall mean the 'Bidder' whose bid will be accepted by IREDA as per this tender and shall include such successful Bidder, its legal representatives, successors and permitted assigns.
- f. Performance guarantee, security shall mean and include the Bank Guarantee in form of Performance Bond.

2. IREDA receipt and opening of Tenders

- (a) Bids duly filled in will be IREDA received up to the time and date fixed for submission of tender and opened on the date and time indicated in the letter inviting Bids. The Bids will be opened and the Bidders or their authorized representative may, if they so desire be present at the time of opening of Bids.
- (b) **Timeline for Submission of Bids:** If due date of IREDA receipt of Bids and/or that of opening of Bid happens to be a closed day(s), the Bids would be IREDA received and opened on the next working day but the time of IREDA receipt and of opening will be remain the same.
- (c) IREDA reserves the right to postpone and/or extend the date of IREDA receipt/opening of Bids or to withdraw the tender notice, without assigning any reason thereof. In such a case the Bidders shall not be entitled to any form of compensation from the Company.

3. Only the firms who have their office in Delhi/ NCR along with 02 other offices Pan India are eligible to participate in the bid.

4. Preparation of Tender

- (a) The Bidders are required to submit the completed Bid documents only after satisfying each and every condition laid down in the Bid documents.
- (b) All rates shall be written both in figures and in words. In case of discrepancy between the words and the figures, the rates indicated in words shall prevail. No cutting/ over-writing in rates will be accepted.

5. No bidder should have been blacklisted /debarred from being participated or executing contract with any of PSU or Public Agency or Institution, as the case may be during the last 3 year for the reason whatsoever.
6. Providing of trained personnel possessing valid National Skills Qualification Framework (NSQF) certification, wherever applicable.
7. Availability of Manpower with Agency having valid NSQF certification, if any.

Others

- 1) The Bid shall be submitted online.
- 2) The offers submitted by Fax / E-mail shall not be considered. No correspondence will be entertained in this matter.
- 3) All rates and amount shall be written both in figures and words without any cutting / over-writing and shall be indicated in Indian rupees only.
- 4) The rates quoted, should clearly specify all the service charges and taxes applicable separately. In case, this information is not indicated in the quotation, it would be presumed that the rates quoted are inclusive of service charges and all type of taxes/duties. The GST / Sales Tax / Service Tax whichever applicable should be shown separately in the Price Schedule.
- 5) Each bid shall be accompanied by EMD. Any bid, not accompanied by the EMD is liable to be rejected by the Owner as non-responsive. The bidder shall write the company/agency/shop/firm name on the back side of the EMD.
- 6) EMD of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order / Work Order by the successful bidder.
- 7) No interest or any other cost will be payable by IREDA on the EMD.
- 8) The EMD may be forfeited without any notice or proof of damages etc. in the following cases:
 - (a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.
 - Or
 - (b) In the case of a successful Bidder if the Bidder fails to accept Letter of Award/Purchase Order unconditionally, within specified item.
- 9) The EMD of the successful bidder shall be converted into Security Deposit which shall be returned after the successful completion of contract. No interest or any other cost will be payable by IREDA on security deposit.
- 10) The EMD / bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the security forfeiture.
- 11) Bids shall be kept valid for acceptance for a period of 4 (four) calendar months from the date of opening of Bids. Any bid valid for a shorter period less than 4 months from the date of opening may be rejected by IREDA as non-responsive.
- 12) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- 13) The Owner will examine the Bids to determine whether they are complete, whether required EMD has been furnished, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order

- 14) Prior to detailed evaluation, IREDA will determine the substantial responsiveness of each Bid with reference to the bidding documents. A substantial responsive bid is one which confirms to all the terms and conditions of the bidding documents without material deviation. The Owner's determination of bids responsiveness will be based on the contents of the bid itself. A bid determined as not substantially responsive will be rejected by IREDA and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 15) The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regard to the deviation being material or not, shall be final and binding.
- 16) The bidder shall complete the proposal sheets and all the pages of the bid shall have initials of the person or persons signing the bid as a token acceptance of all the terms & conditions of this tender.
- 17) The Bids shall be opened by the Owner on any date after the last date fixed for Bid receipt, as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
- 18) Bid evaluation shall be made on the basis of least evaluated cost and meeting requirements of IREDA.
- 19) IREDA will evaluate and compare the bids based on the information asked in the tender document vis-à-vis documents submitted by the bidder.
- 20) Arithmetical errors will be corrected on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail.
If the Bidder does not accept the correction of the errors as above, the Bid will be rejected and the amount of Bid Security will be forfeited.
- 21) The EMD of the bidders except that of the successful bidder will be returned within sixty (60) days after the award of contract or 30 days after the expiration of the period of bid validity, whichever is earlier.
- 22) The contract may be awarded to more than one party on parallel contract basis.
- 23) Sub-letting of contract is not allowed, after award of work order. If any such matter comes to IREDA notice, the contract will be cancelled and EMD / Bid Security will be forfeited.
- 24) IREDA does not bind itself just to accept the lowest financial bid and reserves the right to accept or reject any or all bids without assigning any reason and to accept the tender in part and no in its entirety.

- 25) No bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of EMD of the Bidder.
- 26) The Owner reserves the right, to accept any bid (not necessarily the bid having lowest bid prices) or to reject any or all bids or to cancel / withdraw the invitation to bid or to annul the bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.
- 27) IREDA can withdraw / terminate the contract at any time on account of any reason or in case the services are not found satisfactory.
- 28) The tender submitted by tenderers shall become the property of IREDA and IREDA shall have no obligation to return the same to the tenderer.
- 29) Canvassing in connection with the tenders in any shape/way/form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection by IREDA without prejudice.
- 30) If a tenderer deliberately/knowingly provides wrong / false information / credentials / documents in support, IREDA reserves the right to terminate/rescind the contract at any stage, forfeit the EMD and other dues of the Agency / firm, if any, and to take any other action as may be deemed fit.
- 31) Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to a criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Agency under the Contract.
- 32) The submission of quotation will not place this office under any obligation to empanel you and no expenses incurred by you in this regard will be reimbursed by IREDA Ltd.
- 33) The Company will award the contract for a period of one year to the successful bidder whose bid has been determined to be substantially responsive to the bidding documents and has been determined based on the evaluation criteria.
- 34) The agency may be empaneled initially for one year. The empanelment may be extended on viewing satisfactory performance by IREDA for a further period of 02 years (with one year extension each time)
- 35) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 36) Decision of Competent Authority, IREDA shall be final & binding on both the parties in respect of all matters of dispute arising out of this tender.
- 37) The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

ANNEXURE-II

SPECIAL TERMS AND CONDITIONS

1. The Bidder should submit Technical Bid and Financial Bid through online only as per format along with all **Annexure I, II, III, IV and -VII** (each page is to be duly signed by the authorized signatory of the bidder) and information as per bid document format is to be furnished. Financial bid should be submitted strictly through online only as per the **Annexure-V**.
2. IREDA reserves the right to verify the credentials of the Bidder from the third party.
3. Bidders submitting a bid would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the Bid. Bidder shall have to furnish an undertaking as per the format prescribed in **Annexure 'VII'**. Bids IREDA received on Condition basis (Conditional Bid) shall be summarily rejected
4. Initially the contract will be awarded for a period of 01 years, which can be extended for a further period of 2 years (1 Year at a time) on the same terms and conditions based with mutual consent and on satisfactory performance.
5. The successful bidder, who are empaneled with IREDA and to whom the work has been awarded are required to execute the agreement with IREDA to its satisfaction (on non-judicial stamp paper of required value). Further, these agencies are required to furnish a Bank Guarantee as Security Deposit for the value equivalent to one month average salary expected to be disbursed and to be valid for the period of the contract plus two months for claim period. Such Bank Guarantee amount must be increased by the Agency as and when asked by IREDA to do so to match it with 1 month average salary. IREDA is free to verify the genuineness of the submitted Bank Guarantee from the issuing Bank Branch.
6. It is proposed to empanel more than one agency who meets the eligibility criteria as per this tender condition. IREDA reserves the right to award work to one or more empaneled agencies in part or full at its sole discretion.
7. IREDA may terminate the contract at any time at a shorter notice of one month at its sole discretion (if the performance is not up to the mark).
8. The agency shall not charge any fees for transfer of manpower from existing agency(ies)
9. IREDA shall have the option to increase the CTC payable to the temporary/ contractual manpower subject to minimum salary/wages payable under applicable Govt. guidelines/Statutory provisions. The agency shall provide the change in CTC as per the advice of IREDA
10. In case of the agency backs out on award of work, the EMD paid by the agency shall be forfeited.
11. Any act or the part of the Bidder to influence anybody in IREDA at any stage is liable to rejection of the Bid or termination of contract.
12. That the Agency shall comply with all the legal requirements including provisions under Minimum Wages Act, 1948, obtaining license under Contract Labour (R&A) Act, 1970, registration with EPF and ESIC as may be applicable from time to time.
13. The Agency is required to get ESI card made for each person deployed to work with IREDA as staff within 1(one) month of the joining of such a person. In case ESI card is not made and there is any medical emergency, expenditure incurred by the staff shall be deducted from the payment to be made to the Agency.

14. The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including the Arbitration process.
15. The personnel upon joining, shall submit himself /herself to the orders of the IREDA and of the Officers/Authorities under whom he/she may from time to time be placed by the IREDA during the period of contract and shall at all times obey the rules prescribed and shall whenever required to perform such duties as may be assigned to the candidate by the CEO or any other officer of the IREDA.
16. The Manpower shall work efficiently and diligently and to the best of his/her ability as a part of IREDA and that he/she will devote his/her whole time to the duties of the service and shall not engage directly or indirectly in any trade/business or occupation on his/her own account that he/she shall not (except in case of accident or sickness certified by a Civil Surgeon/Authorized Medical Officer) abstain from duties without having first obtained permission from the concerned controlling officer or any other authorized Officer. The Staff shall not be entitled for remuneration for the period of absence.
17. The IREDA reserves the right to redeploy the services of the candidate within the Company during the currency of this agreement depending upon the requirement of the IREDA. The candidate has agreed to work wherever he/she is posted or wherever his/her services are required by the IREDA and will be utilized across the country for executing various projects.
18. All personnel are expected to wear prescribed dress code. Jeans, Skirts, T-shirt, Middy, Maxi, shorts are strictly not allowed.
19. The Agency shall provide Staff whose age shall be more than 18 years and other mandatory compliance as per the prevailing law is to be complied.
20. That the personnel shall work under overall supervision and direction of IREDA.
21. That the Agency shall be solely responsible for payment of wages/ salaries and statutory dues to provide all the benefits viz. PF, ESI, Bonus, Insurance, [Jan Dhan Yojna], etc., to the eligible staff engaged by the agency for IREDA's work, through RTGS mode.
22. Bid must be unconditional. Each Bidder should submit only one bid. No alternate bids from the same Bidder will be considered. In such a case all the bids of the Bidder will be rejected outright.
23. Temporary/ manpower shall carry out such other duties as are entrusted to them from time to time.
24. Furthermore, if any person already working with IREDA either directly or through some other agency is allowed to join, the onetime IREDA recruitment charge shall not be paid for such IREDA recruitment.
25. Moreover at any stage, the empaneled agencies shall not have any objection for IREDA recruitment of any person allowed at the sole discretion of IREDA, through some other agency and the agency shall ensure prompt lawful discharge of such candidates without protest/demure/damages to enable earliest joining by the person to the prospective agency.
26. IREDA is free for hiring any manpower from any of the empaneled agencies at its sole discretion.
27. The staff to be deployed in IREDA after due character & antecedents verification by the empaneled agencies including medical examination for no serious or contagious/ disease.

28. Liquidated damages:

- (a) The manpower agency is expected to deliver the services of supply of manpower as per the requirement of IREDA.. Further, the agency has to arrange sufficient number of candidates in a timely manner. During the selection process/ interview adequate follow up/ arrangement are made to be made by the agency to ensure that the selected person shall join within reasonable time. If there is repeated deficiency in terms of service by the service provider, IREDA shall record the same and shall exercise its right to award the work to other empanelled agencies.
- (b) In case the candidates/ manpower supplied by the agency leave/abandon the job within three months from their joining, the training expenditure incurred by IREDA shall be IREDA recovered from the agency and agency shall have to provide replacement of staff without charging extra fee. Onetime fee shall be payable to agency only after completion of 3 months of continuous service from the date of joining by the particular candidate.
- (c) In case of any delay in payment to any of its employee deployed by the agency in IREDA beyond 3 working days, upon credit of payment towards salary by IREDA, a non- refundable penalty of Rs.250/- per day per employee shall be recovered from the agency by IREDA and /or deducted from the services charges/ bill of the agency.

29. Termination of services

- (a) The contractual appointment shall cease to exist automatically at the end of the date mentioned in the contract agreement without any separate notice to the candidate.
OR
- (b) The IREDA shall terminate the services of the personnel without any prior notice, if IREDA is satisfied on Medical grounds that the candidate is unfit and is likely for consideration to continue to be unfit for reasons of ill-health for the discharge of his/her duties. Provided always that the decision of the IREDA shall be final and binding on the candidate.
OR
- (c) The IREDA or its officers having proper authority, shall terminate the services, without any prior notice to the candidate found to be prima-facie guilty of any in-subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.
OR
- (d) The IREDA or its authorized officers shall dismiss the candidate from the contract by giving one month notice to the candidate in writing at any time during the service without any cause assigned.
OR
- (e) On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any prior written notice to IREDA.
OR
- (f) On Contractor being declared 'Insolvent' by the competent Court of Law without any notice.

During the period of employment performance shall be assessed by the IREDA and the employment can be short terminated based on the performance.

In case of dispute, interpretation /decision of IREDA will be treated as final. IREDA reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever.

- 29 The details of the eligibility criteria and pay package are given in **Annexure 'VIII'** of the tender document.
- 30. The candidate should be ready to work across the country as per the requirements of IREDA.

31. The outsourced manpower/ employees are supposed to work in the office on 06 working days. Holidays shall be applicable according to Company's rules and regulation.

32. **Charges and Payments**

- a) Bills chargeable to the IREDA shall be paid after every month of services rendered if found in order. IREDA will provide Attendance data based on which invoice will be raised by Empanelled Agency. The payment will be made subsequently based on the invoice data.
- b) There shall be no advance payment to the engaged manpower agency.
- c) IREDA shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- d) Pre-receipted Bill in triplicate shall be raised to IREDA and despatch at IREDA Corporate Office addressed for IREDA examination and payment release within 30 days of the receipt of bill along with all the necessary documents including, attendance sheet, wage payment sheet, Banks statement, EPF/ESI challan and an undertaking to comply to all statutory formalities. dues, etc.
- e) IREDA shall make the payment through the E-banking system/RTGS.

Payment at Reduced Rate

- f) If the wages (full/short) to any outsourced contractual staff and EPF/ESI, etc. payment has not been made timely (i.e. before 7th day of every month) by the empaneled manpower agency, and or/are not according to agreed wages rates, IREDA shall proceed to make the payment after deduction of amount as may be decided including penalty thereof.
- g) The reimbursement of miscellaneous expenses as well as tours and travelling expenses as may be allowed by IREDA based on the original claims, IREDA records of which shall be retained by and be the properties of IREDA, the same shall be paid to each such candidate within 3 working days by the agency on the IREDA receipt of such amount from IREDA.

33. **Confidentiality**

The Bidder and subcontractors if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate Non-Disclosure Agreement (NDA) and shall also sign an undertaking for IT Acceptable Use Policy.

34. **Intellectual Property Rights**

All rights, title and interest of IREDA in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of IREDA and Bidder shall not be entitled to use the same without the express prior written consent of IREDA. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

35. The contractual personnel of the contractor shall be deployed at various points after taking due permission from the Officer-in-Charge and the contractor shall be responsible for the discipline and work & conduct of the personnel deployed by him in the Company. IREDA shall be at liberty to revert/ remove any contractual personnel of the contractor in the event of indiscipline or any action/omission constituting misconduct. The decision of IREDA shall be final in this regard. The contractor shall also check and verify the antecedents of all the personnel deputed on duty and the liability of the personnel conduct shall be that of the contractor. All the persons should be of good character, well behaved and should not be under the influence of any intoxication during duty hours. In case their services are not satisfactory, the person will be required to be changed by the contractual immediately.

36. **Non-Disclosure Agreement**

The bidder treat the details of the documents as secret and confidential. The successful bidder shall be required to execute separate Non-Disclosure Agreement (NDA) with IREDA. The format of NDA will be provided by IREDA to the successful bidder along with the work order.

37. **Integrity Pact**

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent/eligible to participate in the bidding process.

The Bidder(s) has to sign an Integrity pact as provided in the tender document (Annexure-X), in original and should be submitted along with Technical bid. Following has been appointed as IEM by IREDA for this tender :-

Shri Lalit Kohli
D-8 (First Floor), East of Kailash, New Delhi

Acceptance of General Terms and Conditions & Special Terms and Conditions of the bid:

The General Terms and Conditions & Special Terms and Conditions of the bid document as mentioned in Annexure –I & II is duly accepted by the bidder

Signature of authorized signatory

Place :

Name of the authorized signatory:

Date :

Designation:

For and on behalf of (Name of the Bidder) /Seal

Note:-

General Terms and Conditions & Special Terms and Conditions of the bid document as mentioned in Annexure –I & II is to be duly accepted by the bidder

Annexure-III

SCOPE OF WORK/SERVICES

1. The empanelled agency is required to provide Staff for various job requirements at different locations for the period as required by IREDA which may be extendable for a further period(s) as required by the Company from time to time depending upon currency of the project. However, the exact tenure of engagement may be decided by IREDA as per availability of work/contract which the Agency will follow.
2. IREDA will not bear any obligation for permanent employment of the staff since these staffs will be on the rolls of the service provider (agency), since this engagement shall be for specific projects at specific locations, which are time bound, IREDA will not bear this obligation.
3. The offer to the temporary/ staff shall clearly indicate that the services are terminable by giving one month notice depending on exigencies of business or performance of the temporary staff not being found satisfactory.
4. All the statutory guidelines of Govt. of India for payment of wages, leave, medical, PF, ESI, Insurance, [Jan Dhan Yojna] etc. shall be adhered to by the service provider (agency) strictly in terms of the applicable legislations. Payments wherever needed to be deposited to the applicable statutory authorities shall be ensured by the Agency.
5. The list of short-listed manpower as per the specifications/ job requirements may be provided by the service provider to IREDA as per the requirement of IREDA within 15 days from the date of indenting the manpower. Thereafter, the agency should conduct interviews of the candidates as required by the IREDA. Officers /representatives of IREDA shall also participate in selection process including interview.
6. The agency should also prepare all files and relevant documents pertaining to the candidates interviewed. In this process, the agency should also obtain an identification certificate from all the selected candidates duly signed by a Gazetted Officer.
7. All the monthly pay bills payable to the staffs along with contribution to PF, ESI, Insurance [Jan Dhan Yojna] etc. shall be made by the service provider (agency).
8. Any training to be provided by IREDA shall be coordinated at the cost of IREDA by the service provider.
9. All staffs shall report to the officer(s) designated by the IREDA as per the directive of IREDA.
10. Other matters like issue of offer letters, Identity Cards, Pay Slips, issue of service certificates, etc. shall be handled by the agency.
11. The service provider will ensure that job requirements, including academic qualifications experience etc. wherever needed are meticulously followed and candidates selected satisfy them and further confirm their willingness to carry out the said jobs with due efficiency and performance standard. (Requisite skill sets for Staff Requirements of Staff is enclosed at Annexure-VIII).
12. The service provider will be solely responsible for supervision, discipline, work & conduct, and other issues etc. of the outsourced manpower/ employees deployed in IREDA

Technical Bid for Empanelment of Agency for providing contractual manpower services

S. No	Description	Documents required (Copy)/ Marks
1	Name of the firm	
2	Company Profile	To be enclosed
3	Name(s) of the Proprietor/Partners/ Directors	
4	Qualification of Owner	
5	Registration No. of the firm with proof of registration:	Registration Certificate of the Firm/ Company (Certificate issued by the Competent authority for Company Registration, incorporation, commencement of business etc)
6	Permanent Account No. (PAN) of the Firm	Copy of PAN card to be enclosed.
7	Registered Address of the Bidder Telephone No./Mobile/ Fax/ No. / E-mail	
8	Name of the Contact Person Telephone No./Mobile/ Fax/ No. / E-mail Address	
9	GST/Tax Identification Number (TIN) / Sales Tax No.(as may be applicable)	TIN No:- (Copy of TIN duly signed by the authorised signatory to be enclosed)
10	Service Tax Registration No. (SRN)	SRN No:- (Copy of SRN along with service tax returns submitted for the FY 2012-13 onwards duly signed by the authorised signatory to be enclosed)
11	Tax Deduction and Collection Account Number (TAN)	TAN No:- (Copy of TAN duly signed by the authorised signatory to be enclosed)

11	(a) D.D details for Bid fee (b) Details of Earnest Money Deposit (EMD) Name of the Bank Demand Draft/Banker's Cheque No. & Date/Bank Guarantee Details	
12	Net profit of the firm in Indian operations during the each financial year in past 03 years (FY 2014-15 to FY 2016-17) from temp staff businesses based on Annual Reports	Copies of audited results/ balance sheets to be enclosed
13	Detailed flow chart for implementation of project/ Providing the service to IREDA as per the requirement	To be attached
14	Details of regular employees in the firm:	To be mentioned
15	Corporate Organogram :	To be attached
16	Whether any legal suit/ criminal case pending or contemplated or legal notice having being served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in-force or for blacklisting / debarred from bidding. The Bidder should provide an undertaking for the same in the format as enclosed at Annexure 'VII' .	(Details to be furnished and the bidders shall also furnish the undertaking as per Annexure 'VII')
17	Proposed team for the project including their qualification and experience in handling similar projects:	Details to be attached
18	Proposed implementation plan/methodology with time frame:	To be furnished in detail
19	Banking arrangement with salary transfer facility through strong banking network at multiple locations on all India basis.	The relevant details shall be furnished.
20	Any other information:	

II. Eligibility Criteria

S. No	Description	Relevant documentary proof (copy of the relevant documents duly signed by authorised signatory is to be enclosed)
Mandatory Requirements (As stipulated in the Eligibility Criteria Para 4 of the NIT)		
1	Experience: Minimum Number of Five (05) years of experience in providing similar manpower as stipulated in Para 4.1. (upto 05 Years =05 marks; 5 to 10 Years=10 marks and more than 10 Years= 15 marks)	Relevant records in proof of providing skilled manpower like Letter of Award of Contract, Agreement copy, PF records or any other relevant proof 15 Marks
2	Number of Manpower supplied during the last 05 years in the leading Government /semi Govt./Autonomous Bodies/ Government Authorities/Public Sector (For 50 Nos.=05 marks; 50 to less than 250 nos. = 10 marks and more than 250 nos.=15 marks)	15 Marks
3	PAN India Presence No. of office locations & business operations for temporary staffing in India (3 states = 4 marks; 4 to 5 states- 6 marks and more than 5 states= 10 marks)	No. of office with details viz. Name and address, Places of offices & contact details to be furnished. 10 Marks
4	Turn over: Turnover during the three years (minimum Rs.1.20 crores or more) as per Annual Report /ITR of the Bidder <2 crores = 04 marks 2-5 crores = 06 marks >5 crores= 10 marks	Copies of audited results/balance sheets/CA certificates and other relevant records for the 3 years (FY 2014 – 15 to FY 2016 - 17) 10 Marks
5	Number of ongoing/Running Contract {PSU/CPSEs/Central Govt./Semi- Govt./Govt. Autonomous Bodies/ Public Limited Companies } Govt. Deptt./Bodies-01 mark/ CPSEs-1 mark/Banks & FIs-1 mark/ Power Sector PSUs-2 marks Upto -5 ongoing contracts-5 marks and more than 5 ongoing contracts-10 marks (Enclosed three letters of satisfactory service issue within two years (i.e. 2013-14 onwards).	15 Marks
6	Registration with Govt. Authorities under Contract Labour Act, ESI Act, PF Act, PAN, TIN/TAN, GST, etc.	10 Marks
7	ISO 9001 : 2008 / 9001 : 2015 – 5 marks ISO Certification for Manpower Management-5 marks NSIC/MSME certification – 5 marks NSIC/MSME certification (for SC/ST entrepreneurs category– 5 marks	20 marks
8	Head/Registered Office and Main/Corporate Office in Delhi	05 marks

Minimum qualifying marks for technical criteria shall be 80 out of 100 marks.

III. Other Mandatory Requirements		
1)	Whether Bidder is registered & license holder under:-	(Details of registration and license possessed by the bidder is to be enclosed)
	a) Contract Labour (Regulation & Abolition) Act	Yes / No
	b) ESI Act	Yes / No
	c) Employee Provident Fund Act	Yes / No
	d) Service Tax /GST	Yes / No
2)	Whether the Bidder has a Permanent Account Number	Photo copies to be enclosed
3)	Whether the Bidder has a Tax Deduction and Collection Account Number (TAN)/GST	Photo copies to be enclosed
4)	Copy of Service Tax/GST and Income Tax returns / Annual report submitted for FY 2014-15, 2015-16 and 2016-17.	Photo copies to be enclosed
5)	ISO/MSME certification	Photocopies to be enclosed
6)	Head/Registered Office and Main/Corporate Office in Delhi.	Address to be mentioned along with address proof.

Overall total Marks 100

Minimum qualifying marks for technical bid shall be 80.

Weightage of Technical Bid total score shall be 75%.

Weightage of Financial Bid total score shall be 25%.

After technical evaluation, the online financial bid would be opened for only those bidder who qualify the technical bid criteria.

The bidder who scored highest cumulative score shall be successful bidder (H-1) and H-2 & H-3 will be 2nd and 3rd bidder.

Note:- Submission of **documentary proof** as per the above Technical Bid Format is mandatory. In case of absence of any relevant documentary proof as required above, the Bid is liable to be rejected. Also, the documentary proofs attached should be duly attested by the authorized signatory (ies) of the bidder. The bidder shall ensure submission of Technical bid along with all the required documents as per the Check-list enclosed herein **in a sealed cover**. (The check list also to be attached)

Signature of authorized signatory

Name of the authorized signatory:

Designation:

Seal:

Date:

Check list

(To be attached with the Technical Bid Annexure IV)

Sl.No	Description of document required	Description/details of document attached	Whether attached (Yes/No)
1	DD/ Banker's cheque for Bid Fee of Rs. 2,000/- as tender fee		
2	DD/Banker's cheque/Bank Guarantee for EMD of Rs.2,50,000/-		
3	Company Profile		
4	Copy of Registration Certificate of the Firm/Company (Certificate issued by the Competent authority for Company Registration, incorporation, commencement of business etc)		
5	Copy of Tax Identification Number (TIN)/GST		
6	Copy of Tax Deduction and Collection Account Number (TAN)		
7	Copy of Service Tax Registration Number (SRN)		
8	Copy of Permanent Account Number (PAN)		
9	Copy of ISO/MSME certification		
10	Authorization Letter from the bidder's firm issued by the Competent Authority (as per Annexure- VI of the bid document)		
11	Audited Balance sheets/annual statement of accounts/other relevant IREDA records for the past 3 FYs (FY 2014-15 to FY 2016-17)		
12	Undertaking (as per Annexure-VII of the bid document) along with acceptance of General Terms and Conditions & Special Terms and Conditions of the bid document as strictly as per Annexure –I & II of the bid document (Annexure –I & II of the bid document is to be taken printout and is to be duly signed by the authorised signatory and to be submitted along the bid)		
13.	Details of bidder for having registered & license holder under: (a) Contract Labour (Regulation and abolition Act) ; (b.) Employee State Insurance Corporation ;(c.) Employees Provident Fund Organization; (d) Income Tax (copy of the relevant documents duly signed by authorized signatory is to be enclosed)		
14.	Undertaking for Non-black-listing during the last three years and no criminal and / or any legal suit is pending or contemplated against the company.		
15.	Proof for having offices in two or three metropolitan cities		
16.	Undertaking that upto date returns have been filed and the bidder has no dues towards Service Tax /GST Department.		
17.	Integrity Pact Agreement (Annexure-X)		
	Bidder should be a Proprietorship or Partnership firm/agency/ company/cooperative registered with appropriate authority. Joint venture not permitted. A proof of registration certificate issued by Competent Authority for supporting the legal validity of the bidder shall be submitted.		

Note : The bidder shall ensure submission of Technical bid along with all the required documents duly signed by the Authorized signatory of the bidder as per the requirement and as per the Check-list enclosed herein. (The check list also to be attached)

(Authorized signatory) Name
of the Bidder:

Annexure- V

Online Financial Bid Format

(To be submitted through online only)

Sl. No.	Module	Rate (in %age)
1.	Rate of reasonable Service Charge on total manpower wages for supply of manpower (In percentage)	
2.	Applicable Taxes, if any.	
3.	One time Recruitment/requirement charges, if any.	

Weightage of Financial Bid total score shall be 25%.

Note: - Financial bid should be submitted through online only as per the above format.

Signature of authorized signatory

Name of the authorized

signatory:

Designation:

For and on behalf of
(Name of the Bidder):

Seal:

Date:

ANNEXURE - VI

**AUTHORISATION LETTER
(To be submitted on company letterhead)**

I _____ certify that I am _____ of the Organization, organized under the laws of _____ and that _____ who signed the above Bid is authorised to bind the organization by authority of its governing body.

Authorized Signatory _____

Name _____

Designation _____

Date _____

**For and on behalf of
(Name of the Bidder):**

Note : The above should be duly signed and stamped by the authorized signatory.

ANNEXURE - VII

UNDERTAKING BY THE BIDDER

I, _____, on behalf of _____ (Name of the Bidder)
hereby declare that

- (a) I hereby accept all the Terms and Conditions mentioned at **Annexure 'I'** and **Annexure 'II'** of the IREDA's Tender No. tender unconditionally. We are aware that conditional bids if quoted shall be summarily rejected. (Acceptance of all the terms and conditions as mentioned in **Annexure 'I'** and **Annexure 'II'** of the tender to be duly signed and enclosed with Undertaking)
- (b) Our organization or the staffs to be provided has no business or direct family relationship with member(s) of IREDA's employees or persons positioned in or on the Board of these two organizations by whatever process.
- (c) We will comply with all the applicable/ prevailing statutory provisions, laws, acts and Government orders amended/notified during the period of agreement.
- (d) There is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in force.
- (e) If the above declaration is found incorrect, the present engagement would be terminated and _____ (Name of the Bidder) would be debarred from any further engagement by IREDA ever.
- (f) We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.
- (g) No action of debarring/blacklisting of our company has been done by any of PSU or Public Authority/ Institutions during the last 3 years.

**Authorized
Signatory:
Designation:
For and on behalf of the
firm: (Name of the firm)
Address:**

**Place:
Date:
Enclosure:**

Acceptance of Annexure 'I' and Annexure 'II' of the tender (as per the format) duly **signed & stamped** by the authorised signatory of the bidder.

ANNEXURE - VIII

Qualifications for Staff required by IREDA

Graduate Engineer with MBA/ IT Programmer/ Stenographer/ Driver / Receptionists/Junior HR Executive/Junior Finance Executive/ Junior Legal Executive/Graduate Assistants etc.

Qualifications (Tentative) :

1. Engineer : Graduate Engineer with MBA (Power/ Finance/ Marketing) from recognized university.
2. IT Programmer : Graduate Engineer in IT/Computer science /BCA/MCA or equivalent/
3. Secretarial Assistance/ Stenographer : 12th Standard / Graduate & Diploma in Secretarial Practice.
4. Driver : 10th Pass. Having experience in driving Heavy & Light Vehicle & Autorickshaw. Valid Driving License
5. Receptionists : Graduate. Fluency in speaking English & Hindi, Having experience of manning Reception & EPBAX System
6. Junior HR Executive : Graduate with PG Diploma in PM & IR, HR / MBA (HR)
7. Junior Finance Executive : B.Com/ M.Com with intermediate CA/ ICWA or MBA (Finance)
8. Junior Legal Executive : LLB
9. Assistants in Finance : Graduate/ Post Graduate in Commerce
10. Assistants in HR & other Departments – Any Graduate/Post Graduate

Age : Minimum 18 Years and Maximum age 55 years.

Job Description : To be decided by the IREDA Management.

CTC : To be decided on the basis of Level/Qualifications & Experience of the candidates by IREDA Management

Experience : Desirable – Minimum three (03) Years

Annexure –IX

BANK GUARANTEE (EARNEST MONEY DEPOSIT) – Format

This deed of Guarantee made this _____ day of _____ 2018 by _____ (*Name of the Bank*) having one of its branch at _____ acting through its Manager (hereinafter called the "Bank" which expression shall wherever the context so requires includes its successors and permitted assigns in favour of IREDA Ltd. registered under the Companies Act,1956, having its registered office at **Core 4A, East Court, India Habitat Centre, Lodhi Road, New Delhi- 110003** (hereinafter called "IREDA") which expression shall include its successors and assigns. Whereas IREDA has invited tender vide their Tender Notice No. _____ Dated _____ to be opened on _____ and whereas M/s _____ (*Name of Tenderer*) having its office located at _____ (hereinafter called the "Tenderer"), has/have –in response to aforesaid tender notice offered to supply/ do the job as contained in the tender. Whereas the Tenderer is required to furnish to IREDA a Bank Guarantee for a sum of Rs.2,50,000/- (Rupee Two Lakh and fifty thousand Only) valid upto six months from the last date for submission of bid as Earnest Money for participation in the Tender aforesaid. And whereas, we (*Name of the Bank*) have at the request of the tenderer agreed to give IREDA this as hereinafter contained. NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by IREDA during the period of validity as mentioned in the Tender or any extension thereof as IREDA and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay IREDA, New Delhi on demand without demur to the extent of Rs. 2,50,000/- (Rupee Two Lakh and fifty thousand Only) . We further agree as follows: -

1. That IREDA may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between IREDA and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by IREDA of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the IREDA or any indulgence by IREDA to the said Tenderer or any other matter or thing whatsoever.
2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to IREDA in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of IREDA in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. 2,50,000/- (Rupee Two Lakh and fifty thousand Only) and this Guarantee shall remain in force till unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to _____ all rights under this Guarantee shall lapse and Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal hereunder.

AGREEMENT

(TO BE EXECUTED IN PLAIN PAPER AND APPLICABLE
FOR ALL TENDERS VALUING ABOVE Rs.50.00 lakhs)

No.IREDA/HR-Admn./2018/Manpower agency/___ Date : _____

To,

General Manager (HR)

Indian Renewable Energy Development Agency Limited

Corporate Office : August Kranti Bhawan, 3rd Floor,

Bhikaiji Cama Place, New Delhi-66

Sub : Tender for engagement of Manpower Agency by IREDA – Integrity Pact reg.

IREDA and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 07 days (state the number of days from the last date for the receipt of tenders stated in the NIT) and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT. The undersigned as an authorized person on behalf of M/s. _____ confirm acceptance and compliance with the Integrity Pact in later and spirit.

We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by IREDA. The consideration for this separate initial agreement preceding the main contract (Annexure-XI) is that IREDA is not agreeable to consider the participate bidder 'Technical & Financial Bid' of the Bidder(s) in case this agreement is not submitted by the bidder along with the Technical Bid. If Bidder fails to honour the agreed terms and conditions, IREDA shall have unqualified, absolute and unfettered right to cancel the bid as 'unresponsive' during bidding process and encash / forfeit the bid security submitted in this behalf.

**Signature of authorized signatory
(For & on behalf of BIDDER)**

**Signature of authorized Official
(For & on behalf of (IREDA))**



INTEGRITY PACT

Between

Indian Renewable Energy Development Agency Limited

having its Registered Office at Core-4A, East Court, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 and its Corporate Office at 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 110066.

hereinafter referred to as

“IREDA”

and

_____ *[Insert the name of the Sole Bidder / Lead Partner of Joint Venture]*

Having its Registered Office at _____ *[Insert full Address]*

hereinafter referred to as

“The Bidder / Contractor”

Preamble

IREDA intends to award, under laid-down organizational procedures, contract(s) for

_____ *[Insert the name of the package]*

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)



Specification Number _____ Package and
IREDA values full

[Insert Specification Number of the package]

compliance with all relevant laws and regulations and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders / Contactors.

In order to achieve these goals, IREDA and the above named Bidder / Contactor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:-

Section I – Commitments of IREDA

(1) IREDA commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of IREDA, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him / herself or third person, any material or other benefit which he / she is not legally entitled to.
- b) IREDA will, during the tender process treat all Bidder(s) with equity and fairness. IREDA will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process of the contract execution.
- c) IREDA will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies / Agencies participating in the Bidding / Tendering process.

(2) If Chairman and Managing Director obtains information on the conduct of any employee of IREDA which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section-II – Commitments of the Bidder / Contractor

(1) The Bidder / Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)



participation in the tender process and during the contract execution:

- a) The Bidder / contractor will not, directly or through any other person or firm, offer, promise or give to IREDA, or to any of IREDA's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- b) The Bidder / Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders / Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder / contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further, the Bidder / Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by IREDA as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder / Contractor of foreign origin shall disclose the name and address of Agents / representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder / Contractor of Indian Nationality shall furnish the name and address of the foreign principles, if any, involved directly or indirectly in the Bidding.
- e) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and / or with the execution of the contract.
- f) The Bidder / Contractor will not misrepresent facts or furnish false / forged documents / information in order to influence the bidding process or the execution of the contract to the detriment of [IREDA](#).
- g) A person signing IP shall not approach the Courts while representing the matters to IEM and he / she will wait their decision in the matter.

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)



h) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-III – Disqualification from tender process and exclusion from future contracts

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, IREDA may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder / Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, IREDA may after following due procedures also exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

(3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, IREDA may revoke the exclusion prematurely.

(4) [If the Bidder / Contractor has entered into any undisclosed agreement or understanding with other bidder / consultant with respect to prices, specifications, certificates, subsidiary contracts, etc.](#)

Section-IV – Liability for violation of Integrity Pact

(1) If IREDA has disqualified the Bidder from the Tender process prior to the award under Section III, IREDA may forfeit the Bid Guarantee under the Bid.

(2) If IREDA has terminated the contract under Section III, IREDA may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the Contract.

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)

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Section-V – Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section-VI – Equal treatment to all Bidders / Contractors

- (1) IREDA will enter into agreements with identical conditions as this one with all Bidders.
- (2) IREDA will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section-VII – Punitive Action against violating Bidders / Contractors

If IREDA obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if IREDA has substantive suspicion in this regard, IREDA will inform the Chief Vigilance Officer (CVO).

(*Section-VIII – Independent External Monitor/ Monitors

- (1) IREDA has appointed ~~a panel of~~ Independent External Monitors (IEMs) for this Pact with the ~~approval concurrence~~ of Central Vigilance Commission (CVC), Government of India. ~~The IEM so appointed, out of which one of the IEMs~~ has been indicated in the NIT / IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all Project documentation. The IEM may examine any complaint received by him and submit a report to Chairman & Managing Director, IREDA at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities ~~attracting the provisions of the PC Act requiring legal / administrative action~~. IEM is expected to tender their advice on the complaint within 10 days as far as possible. ~~However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman & Managing Director, IREDA, giving joint findings.~~
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, IREDA.

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)



(4) The Bidder(s) / Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of IREDA related to this contact including that provided by the Contractor / Bidder. The Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

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(5) IREDA will provide to the IEM information as sought by him which could have an impact on the contractual relations between IREDA and the Bidder / Contractor related to this Contract.

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(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director, IREDA and request the Chairman & Managing Director, IREDA to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to IREDA and the Bidder / Contractor, as deemed fit, to present its case before making its recommendations to IREDA.

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(7) The IEM will submit a written report to the Chairman & Managing Director, IREDA within 8 to 10 weeks from the date of reference or intimation to him by IREDA and, should the occasion arise, submit proposals for correcting problematic situations.

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~~(7)(8)~~ The recommendations of IEM would be in the nature of advice and would not be legally binding.

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~~(8)~~ If the IEM has reported to the Chairman & Managing Director, IREDA, a substantiated suspicion if an offence under relevant Anti-Corruption Laws of India, and the Chairman & Managing Director, IREDA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

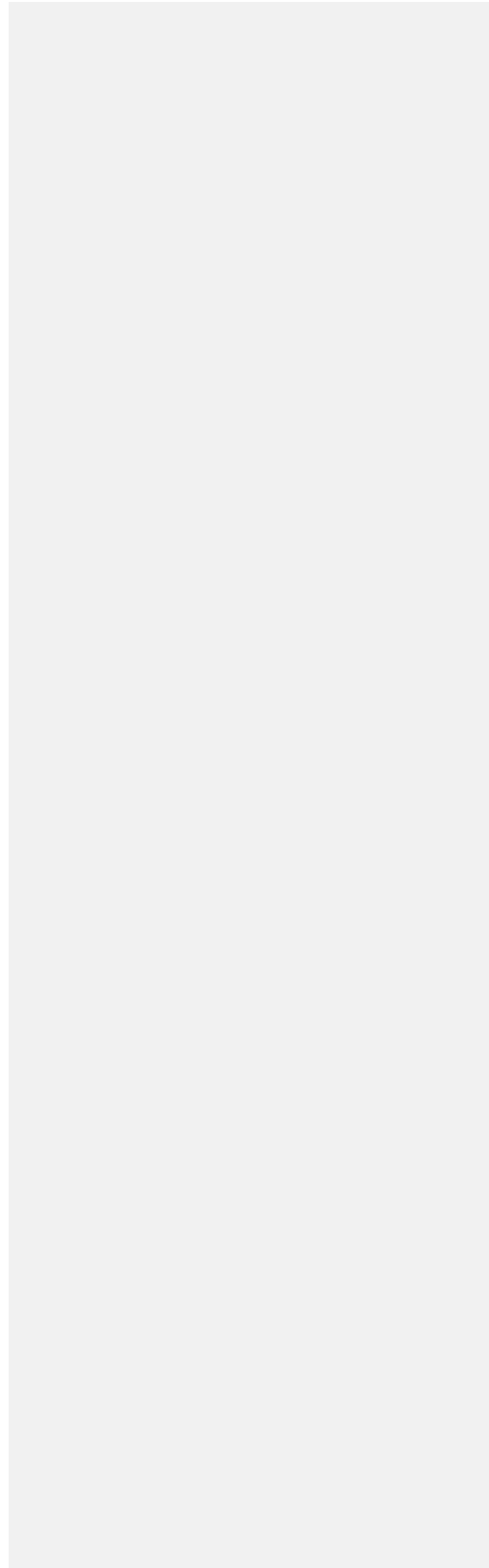
~~(9)~~ (9) Periodic Vendors meet, as a familiarisation and confidence building measures, would be desirable.

~~(11)~~ (10) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into be CVO, IREDA.

~~(12)~~ (11) IEM shall sign non-disclosure agreements with IREDA. He would also be required to sign a declaration of absence of conflict of interest.

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)





~~(13)~~(12) In case of taking other assignment by IEM, he shall submit a declaration that his additional assignment does not involve any conflict of interest with existing assignment.

~~(14)~~(13) The word 'IEM' would include both singular and plural.

(* This section shall be application for only those packages wherein the IEMs have been identified in Section-I: Invitation for Bids and / or Clause ITB 9.3 in Section -III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.

Section-IX –Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section-X – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of IREDA. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Contractor is a Partnership Firm or a Consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

~~(4)~~(5) The IP covers all phases of the contract, i.e., from the stage of Notice Inviting Tender (NIT) / pre-bid stage till the conclusion of the contract, i.e., the final payment or the duration of warranty / guarantee.

~~(5)~~(6) Views expressed or suggestions / submissions made by the parties and recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes / differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in Section IFB / BDS for Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)

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~~(6)~~(7) _____ Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____
(For & on behalf of IREDA)

(Signature) _____
**(For & on behalf of Bidder / Partner(s)
of Joint Venture / Contractor)**

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1: _____

Witness 1: _____

(Name & Address) _____

(Name & Address) _____

Witness 2: _____

Witness 2: _____

(Name & Address) _____

(Name & Address) _____
