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|  <p>IS/ISO 9001:2015 Certified<br/>ISO/IEC 27001:2013<br/>Certified</p> | <p>भारतीय अक्षय ऊर्जा विकास संस्था सीमित<br/>(भारत सरकार का प्रतिष्ठान)<br/><b>INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD</b><br/>(A Government of India Enterprise)</p> |
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## Open E-Tender

### Tendering for Empanelment of Agencies for Providing Outsourced Manpower Services

*[Agency's registered with MSME [women and SC/ST] entrepreneurs with valid MSME Certificates can also participate in the bidding process. The startup agency / firms also invited to participate in bidding process if meeting Govt. startup norms / eligibility criteria].*

**REF NO: 04/MANPOWER/2020-21 DATED 21.10.2020**

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Corporate Office: 3<sup>rd</sup> Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110066.  
Registered Office: Core-4A, 1<sup>st</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003.

## **SECTION – 1 (NOTICE INVITING TENDER)**

- 1) Indian Renewable Energy Development Agency Limited (IREDA), a Mini Ratna (Category – I) Government of India Enterprise under the administrative control of Ministry of New and Renewable Energy Sources (MNRE), invite online bids on single stage two bid system from interested Agency for Empanelment of Agencies for providing outsourced Manpower Services to IREDA Office at Bhikaiji Cama Place, New Delhi. The estimated cost of the tender is approximately Rs.1.70 Crs.
- 2) Interested Agency may download the tender documents from IREDA website, [www.ireda.in](http://www.ireda.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given below:

| S. No. | Description                                                                                   | Detailed information                                                                                                                                                                                                                                                                                                  |
|--------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Tender for                                                                                    | Empanelment of Agencies for providing outsourced Manpower Services to IREDA Office                                                                                                                                                                                                                                    |
| 2      | Reference Number                                                                              | 04/MANPOWER/2020-21 DATED 21.10.2020                                                                                                                                                                                                                                                                                  |
| 3      | Date of release of bidding documents (document can be downloaded from IREDA website and CPPP) | <b>21.10.2020</b>                                                                                                                                                                                                                                                                                                     |
| 4      | Last date and time of receiving agency pre-bid clarifications in writing, if any              | <b>31.10.2020</b>                                                                                                                                                                                                                                                                                                     |
| 5      | Last date and time for bid submission                                                         | <b>31.10.2020 (3.00 pm)</b>                                                                                                                                                                                                                                                                                           |
| 6      | Bid opening date                                                                              | <b>02.11.2020 (11.30 am)</b>                                                                                                                                                                                                                                                                                          |
| 7      | Name and address for communication                                                            | Deputy General Manager (HR)<br>Indian Renewable Energy Development Agency Limited, 3 <sup>rd</sup> Floor, August Kranti Bhawan,<br>Bhikaiji Cama Place, New Delhi – 110 066<br>Ph: 011-26717400-13<br>Fax: 011-26717416<br>Email: <a href="mailto:nverma@ireda.in">nverma@ireda.in</a>                                |
| 8      | Earnest Money Deposit [2% of estimated tender cost]                                           | Rs.3,40,000/- in the form of Demand Draft / Banker's Cheque in favour of Indian Renewable Energy Development Agency Limited                                                                                                                                                                                           |
| 9      | Tender Fee                                                                                    | <b>Rs.2,000/-</b> in the form of Demand Draft / Banker's Cheque in favour of Indian Renewable Energy Development Agency Limited). MSEs registered with NSIC / UAM and startups are exempted from submission of tender fee on production of requisite proof in the form of valid certification for the tender service. |

- 3) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer / Agency are advised to follow the instructions provided in the "Instruction to the Agency" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
- 4) The application form for empanelment shall be downloaded from IREDA website, [www.ireda.in](http://www.ireda.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>.
- 5) Tenderer who has downloaded the tender from the IREDA website and Central Public Procurement Portal (CPPP) website shall not temper / modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing any business with IREDA.
- 6) Not more than one tender shall be submitted by one tenderer / Agency having business relationship.

- 7) Intending tenderers are advised to visit again IREDA website and CPPP website at least 3 days prior to closing date of submission of tender for any corrigendum / addendum / amendment.
- 8) It is advised that the **Tenderer should arrange all the document (s) to be uploaded in a single folder / packet and upload the same on the portal.**
- 9) The original Demand Draft / Banker's Cheque of Earnest Money Deposit (EMD) in support of quotation should be kept in a closed envelop and addressed to General Manager (HR) and drop in the tender box kept at IREDA Reception area at its Corporate Office at 3<sup>rd</sup> Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066. **The EMD of Rs.3.40 lakhs is to be deposited well in advance before the tender closing date & time. The EMD received after tender closing date & time will not be accepted on account of any reason.**
- 10) Bids will be opened as per date/time as mentioned in the schedule above.
- 11) Any modification in the submitted offer after its submission and or closing date of the tender will not be considered.
- 12) Discount / service percentage quoted should be straight & simple. Conditional bids for discount / percentage will not be accepted & given any weightage for evaluation purpose and shall be summarily treated as rejected without any communication / opportunity.
- 13) Interested Agency's or its authorized representatives shall also participate in the Bid Opening process. After online opening of technical bid, the results of their qualification as well as financial bid opening will be intimated through online.

## **SECTION – 2 (BID FEE)**

The Agency should submit both Technical bid **(Appendix-I)** and Financial bid **(Appendix-II)** (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 / through RTGS. The bids not accompanied by the requisite bid fee shall be summarily rejected. [Non-refundable]. The tender fee is to be deposited well in advance before the tender closing date & time. The tender fee received after tender closing date & time will not be accepted on account of any reason.

## **SECTION – 3 (EARNEST MONEY DEPOSIT - EMD)**

- 3.1 Agency's shall submit along with the tenders Earnest Money Deposit of Rs.340000/- (Rupees Three lakhs and forty 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 **(Appendix 'IV')** or through RTGS. Bids not accompanied by the requisite amount of earnest money shall be rejected as being non-responsive and the online financial bid of the Agency 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 Agency's after the award of contract to the successful Agency.
  - (b) In case bidding process is terminated by IREDA for any reason.
- 3.3 The EMD of the successful Agency 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.

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

- i. If the Agency withdraws his bid during the period of bid validity specified by the Agency on the bid form; or
- ii. In case of successful Agency if the Agency 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 Manpower services) are exempted from (i) submission of EMD/bid security Deposit on production of requisite proof in the form of valid certificate for the said service (ii) payment of fee towards tender documents with due validity period till tender last notified closing date & time. No request of the participator Agency's for exemption under this clause will be accepted, if the validity period of MSME Certificate is expired or they have just applied for MSME registration or not having MSME Certificate for providing Manpower services.

#### **SECTION – 4 (MANDATORY REQUIREMENTS TO MEET THE ELIGIBILITY CRITERIA)**

##### **A. Experience:**

- (a) The Agency 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 participating Agency should have satisfactorily completed / on-going 05 projects on or before 31<sup>st</sup> March, 2019.
- (c) The Agency should have placed skilled manpower of a minimum of 50 numbers (per contract) in 5 leading companies in Govt. / Semi-Government/ Autonomous Bodies/ Government Authorities/ Public sector in each financial year during the past five (05) years. The Agency should submit the relevant records in proof of providing skilled manpower of minimum 50 number in each financial year during the past five (05) years viz., Letter of Award, Agreement, PF, records or any other proof of relevant record in this regard.

The Agency 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.

##### **B. PAN India Presence**

The Agency having minimum PAN India presence in 03 states will be eligible to participate in the bid.

##### **C. Turnover:**

The minimum turnover (i.e. total sale) during the last three financial years should be minimum Rs.5.00 crores or more in each financial year (as per GST Returns and/or CA certificate of the Agency for the FY 2016-17, 2017-18 & 2018-19).

#### **D. Other Criteria**

- a. The bidding is open to all qualified Agency who fully meet the following requirements and provide satisfactory evidence in support, failing which their bid may be rejected:
- b. Registration with Govt. Authorities under Contract Labour Act, ESI Act, PF Act, GST etc. PAN, TAN), 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 Agency shall be responsible to comply all the statutory compliances, as may be applicable under the recent changes in the labour code

- c. The Agency shall furnish the information as per format prescribed and compliance as per law (**Appendix 'I'-Tech Bid**) [The documentary proof of such registrations should be enclosed]. The Agency should have a valid PAN and GST (copy of the same should be enclosed). The Agency should produce a copy of the returns and income tax returns submitted for the FY 2016-17, 2017-18, 2018-19.
- d. Agency should be a Proprietorship or Partnership firm/Agency/ Company/ Cooperative Registered with appropriate authority. Joint venture and consortium is not permitted. A proof of registration certificate issued by Competent Authority for supporting the legal validity of the Agency shall be submitted.
- e. The Agency should submit an Undertaking (on Agency/ company's letter head) that upto date returns have been filed and the Agency has no dues towards Service Tax/GST Department (**Appendix-VI**).
- f. The Agency should submit an Undertaking on Non-Judicial stamp paper of Rs.100/- signed & stamped by the authorized official, as per **Appendix-III**.
- g. Earnest Money Deposit of Rs.3,40,000/- (Rupees three lakh and forty thousand only) in the form of a Demand Draft drawn in favour of "IREDA", payable at New Delhi / Bank Guarantee / RTGS. If EMD is deposited in the form of RTGS, the supporting document should be submitted along with other documents.
- h. 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.**

#### **SECTION – 5 (FINANCIAL BID)**

- (a) On-line submitted Financial bids shall be opened in respect of those Agency 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 03 (three) years from the date of award of contract or up to currency of the contract, whichever is higher.
- (c) 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 agency strictly in terms of the applicable legislations.
- (d) The Financial Bid format (to be filled by Agency through online only) is enclosed as **Appendix-II**.
- (e) The Financial Bid (BOQ) is to be quoted in percentage (%) terms only for Sl. No. 1 for eg. If figures quoted as 1.5/2/3.5/4 etc. the same will be treated as %age only.
- (f) The Terms and Conditions has been given in (**Annexure 'I'**)

## **SECTION – 6 (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 (minimum 5 years)<br><br><5 Years = 0 mark<br>5 years = 5 marks<br>6-10 Years = 10 marks<br>11-15 Years = 15 marks<br>> 15 years = 20 marks                                                                                                                         | 20 marks |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Number of Manpower supplied during the last 05 years in the 5 leading Government/ Semi-Government/ Autonomous Bodies/ Government Authorities / Public Limited Companies (Minimum 50 nos manpower per contract)<br><br><50 nos. = 0 mark<br>50 Nos. = 5 marks<br>51 nos. to 250 nos. = 10 marks<br>>251 nos. = 15 marks | 15 marks |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PAN India Presence<br>< 3 = 0 marks<br>3 states- 5 marks<br>4 to 5 states-8 marks<br>> 5 States- 10 marks                                                                                                                                                                                                              | 10 marks |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Turnover during the last three years (minimum Rs.5.00 crores or more in each FY) as per GST Returns/ CA Certificate / ITR of the Agency<br><br><5 crores = 0 mark<br>5 Crores = 5 marks<br>6-10 crores= 5 marks<br>>11 crores= 10 marks                                                                                | 10 marks |
| 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Number of ongoing/Running Contracts – Minimum 5 Projects<br>[Govt. Deptt./Bodies-1 mark / CPSEs/PSUs-1 mark / Banks & FIs- 1 mark/Power sector PSUs-2 marks]<br><br><5 = 0 mark<br>5 = 5 marks<br>6-10 = 10 marks<br>> 11 = 15 marks                                                                                   | 20 marks |
| 6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ISO 9001:2008 or 9001: 2015 – 5 marks<br>ISO certification for Manpower Management-5 marks<br>NSIC/MSME certification - 5 marks<br>NSIC/MSME certification (for SC/ST/Women entrepreneurs category)- 5 marks                                                                                                           | 20 marks |
| 7.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Head/ Registered / Corporate / Branch Office in Delhi                                                                                                                                                                                                                                                                  | 05 marks |
| <b>Minimum qualifying marks shall be 45 out of 100 in technical criteria.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                        |          |
| <b>Financial Criteria</b><br>(The online Financial Bid will be opened only for the Agencies who have been qualified in the Technical Bid) <ul style="list-style-type: none"><li>• Rate of Service Charge <b>(To be quoted by Agency)</b><br/>Weightage: (i) <b>Technical Criteria /Scores:-75%;</b> and (ii) <b>Financial Criteria/Scores - 25%</b></li><li>• Agency, 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 &amp; 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.</li><li>• The empanelment shall be based on their ranking of scores obtained by them.</li><li>• IREDA reserves its right to empanel and engage more than one agency contract as per requirement at its sole discretion, in case there are two H-1 bidders.</li></ul> |                                                                                                                                                                                                                                                                                                                        |          |

- b) Participating MSEs (registered for Manpower Services) quoting price within band of H1+15% shall also be allowed to supply a portion of requirement by bringing down their price to H-1 price in a situation where H-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 H-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.

#### **SECTION – 6 (INSTRUCTIONS TO AGENCY’S)**

- 1) The Technical & Financial Bid shall be submitted online. The supporting documents as per technical bid is required to be attached in a single folder and then to be uploaded.
- 2) The offers submitted by Fax / E-mail / courier / postal / by hand etc. shall not be considered. No correspondence will be entertained in this matter.
- 3) Any offer / letter / documents (sealed or opened) for submission of bid received in IREDA through fax, by hand / courier / postal and email will not be accepted.
- 4) Agency, before submitting quotations, should clearly understand IREDA’s requirements and in case any information/clarification is required, the Agency may pay a visit ( 3 days before closing day) to IREDA office during working days (Monday to Friday between 10.30 a.m to 4.30 p.m). It may be noted that no clarification/information, after closure of the last date of receipt of quotation, would be entertained.
- 5) No further discussion/ interface will be granted to Agency 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.
- 6) 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.
- 7) In respect of start-up firm / agency (as per Govt notification) eligibility criteria for Prior Turn over and Prior Experience will be considered for relaxation subject to meeting of quality and technical specifications as per notified Govt. guidelines.
- 8) The quoted service charges should be in percentage term only and applicable taxes are to be mentioned separately, in the financial bid. In case, this information is not indicated in the financial bid, it would be presumed that the quoted rates for service charges are inclusive of taxes/duties. The GST /taxes whichever applicable should be shown separately in the financial bid.
- 9) Each bid shall be accompanied by EMD and tender fee. Any bid, not accompanied by the EMD and tender fee is liable to be rejected by the Agency as non-responsive. The Agency shall write the company/agency/firm name on the back side of the EMD.
- 10) EMD of the unsuccessful Agency shall be returned after the acceptance of the Purchase Order / Work Order by the successful Agency.
- 11) No interest or any other cost will be payable by IREDA on the EMD.
- 12) The EMD may be forfeited without any notice or proof of damages etc. in the following cases:
  - (a) If an Agency withdraws its bid during the period of bid validity specified by the Agency on the Bid form.
  - Or**
  - (b) In the case of a successful Agency if the Agency fails to accept Letter of Award/Purchase Order unconditionally, within specified item.

- 13) The EMD of the successful Agency 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.
- 14) The EMD / bid security is required to protect the Agency against the risk of Agency's conduct which would warrant the security forfeiture.
- 15) No bid shall 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 Agency.
- 16) The conditional and incomplete bids will be summarily rejected and will not be taken into cognizance for any evaluation purpose without any communication / correspondence with the such participating Agency.
- 17) Bids shall be kept valid for acceptance for a period of 06 (six) calendar months from the date of opening of Bids. Any bid valid for a shorter period less than 06 months from the date of opening may be rejected by IREDA as non-responsive.
- 18) All the pages of bid being submitted must be signed and sequentially numbered by the Agency irrespective of nature of content of the documents before uploading.
- 19) The Agency will examine the Bids to determine whether they are complete, whether required EMD has been furnished, whether Agency fulfils the qualifying requirements and whether the Bids are generally in order.
- 20) 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 Agency'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 Agency by correction of the non-conformity.
- 21) IREDA reserves the right to request for any additional documents / certificate / clarification from the Agency relevant to this tender and details submitted to IREDA for qualifying criteria and confirmation from other offices about satisfactory work performance and in case of not providing the additional document / information, the suitable action shall be taken by IREDA including not acceptance of bid and award of work.
- 22) The Agency 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.
- 23) The Bids shall be opened by IREDA 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 Agency.
- 24) Bid evaluation shall be made on the basis of QCBS and meeting requirements of IREDA.
- 25) 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.
- 26) The Agency 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 Agency shall not be subject to question by any Agency and the Agency shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Agency of the grounds for the Agency's action.
- 27) IREDA will evaluate and compare the bids based on the information asked in the tender document vis-à-vis documents submitted by the Agency.



28) Arithmetical errors will be corrected on the following basis:

- a. 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.
- b. If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail. If the Agency does not accept the correction of the errors as above, the Bid will be rejected and the amount of Bid Security will be forfeited.

29) The contract may be awarded to more than one party on parallel contract basis, meeting IREDA's requirement.

30) 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 and agency is liable to be banned from doing any business with IREDA.

31) IREDA can immediately withdraw / terminate the contract at any time on account of any reason or in case the services are not found satisfactory.

32) The tender submitted by tenderers shall become the property of IREDA and IREDA shall have no obligation to return the same to the tenderer.

33) 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.

34) 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.

35) Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Agency 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 Agency, shall in addition to a criminal liability which it may incur, subject the Agency to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Agency resulting from any cancellation. The Agency shall then be entitled to deduct the amount so payable from any monies otherwise due to Agency under the Contract.

36) 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.

37) IREDA will award the contract for a period of one year to the successful Agency whose bid has been determined to be substantially responsive to the bidding documents and has been determined based on the evaluation criteria.

38) 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), on the same terms & conditions.

39) 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.

40) 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 and appointment of Arbitrator in case of any dispute not resolved amicably.

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.

Expenditure in respect of the Arbitration and Conciliation, if any, shall be shared by both the parties equally.

- 41) The Agency shall employ the staff with specified qualifications as per the requirement. The Agency require to terminate the contract of, or replace, any staff member who fails to meet the contract requirements.
- 42) Neither the Agency nor employees of Agency are agents and employees of IREDA. The Agency is solely liable and be responsible for appropriate insurance coverage maintenance of worker's compensation, employment liability insurance payment of PF etc, for their staff deputed to the office of principal employer. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Agency or their staff. The Agency shall provide the IREDA with certification thereof upon request.
- 43) The Agency shall ensure that its employees, keep confidential all documents passed on to it by the Principal employer as well as all information exchanged, even if such documents have not been expressly designated as confidential. This obligation of confidentiality upon the Agency and its employees shall remain effective after termination of the Contract.
- 44) The Agency shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Principal employer
- 45) Any other information, may be obtained from

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

Place :

Date :

Signature of authorized signatory

Name of the authorized signatory:

Designation:

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

**Terms & Conditions**

1. The Agency should submit Technical Bid and Financial Bid through online only as per format [**Appendix-I & II**] (each page is to be duly signed by the authorized signatory of the Agency) and information as per bid document format is to be furnished. Financial bid should be submitted strictly through online only as per attached format.
2. IREDA reserves the right to verify the credentials of the Agency from the third party.
3. Agency 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. Agency shall have to furnish an undertaking as per the format prescribed in **Appendix 'III & VI'**. Bids IREDA received on Condition basis (Conditional Bid) shall be summarily rejected
4. Initially the contract will be awarded for a period of 01 year, 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 Agency, 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 Rs.100/-). 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. The Bank Guarantee may be drawn from a scheduled commercial bank in favour of "IREDA", New Delhi and no Bank Charges shall be payable of the PBG.
6. IREDA reserves its right to empanel and engage more than one agency as per requirement at its sole discretion, in case there are two H-1 bidders. If required, the right to award work to one or more empaneled agencies is reserved to award the contract in part or full.
7. The agency shall not charge any type fee/charges for transfer of manpower from existing agency(ies)
8. The agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to IREDA or any other authority under Law.
9. In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the office is put to any loss / obligation, monetary or otherwise, IREDA will be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
10. The agency itself handle the matters like joining formalities, issuance of appointment letters, ID cards, pay slips, issuance of service certificates etc.
11. In case of the agency back out on award of work, the EMD paid by the agency shall be forfeited.
12. Any act or the part of the Agency to influence anybody in IREDA at any stage is liable to rejection of the Bid or termination of contract.

13. 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.
14. 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.
15. 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.
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 Supervisor deployed by the Agency. The Staff shall not be entitled for remuneration for the period of absence.
17. IREDA reserves the right to redeploy the services of the candidate within its 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 proper dress. 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 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.
21. Bid must be unconditional. Each Agency should submit only one bid. No alternate bids from the same Agency will be considered. In such a case all the bids of the Agency will be rejected outright.
22. The staff to be deployed in IREDA after due character & antecedent's verification by the empaneled agencies including medical examination for no serious or contagious disease.
23. The details of staff requirement (tentative and vary from time to time as per IREDA requirement) is mentioned below.
24. The details of staff requirement (tentative and vary from time to time as per IREDA requirement) is mentioned below
25. **Liquidated damages:**
  - (a) The 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 and ensure that the person shall join within reasonable time. If there is repeated deficiency in terms of service by the Agency, IREDA shall record the same and shall exercise its right to award the work to other empaneled agencies.
  - (b) In case of any delay in payment to any of its employee deployed by the agency in IREDA on 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.

26. **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 Empaneled Agency. The payment will be made subsequently based on the invoice data.
- b) Advance payment upto 50% against monthly billings can be considered under special circumstances to the engaged manpower agency so as to ensure timely wage payment as per statutory compliance.
- c) IREDA shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Agency 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 7<sup>th</sup> 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.

27. **Confidentiality**

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

28. **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 Agency 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 Agency or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Agency. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

- 29. The contractual personnel of the Agency shall be deployed at various points after taking due permission from the Officer-in-Charge and the Agency shall be responsible for the discipline and work & conduct of the personnel deployed by them in IREDA. The Agency 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 Agency. 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.
- 30. The draft contract agreement to be signed with the selected agency for providing outsourced manpower services in IREDA on contractual basis is attached as **Appendix-VII**.

### **31. SCOPE OF WORK/SERVICES**

- (a) The empaneled 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 per requirement 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.
- (b) IREDA will not bear any obligation for permanent employment of the staff since these staffs will be on the rolls of the Agency, since this engagement shall be for specific projects at specific locations, which are time bound, IREDA will not bear this obligation.
- (c) 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 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.
- (d) The list of short-listed manpower as per the specifications/ job requirements may be provided by the Agency to IREDA as per the requirement of IREDA within 15 days from the date of indenting the manpower.
- (e) 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 (Adhaar Card) from all the selected candidates duly self certified.
- (f) All the monthly pay bills payable to the staffs along with contribution to PF, ESI, Insurance [Jan Dhan Yojna]. shall be made by the Agency.
- (g) Other matters like issue of offer letters, Identity Cards, Pay Slips, issue of service certificates, etc. shall be handled by the agency.
- (h) The Agency will be solely responsible for supervision, discipline, work & conduct, and other issues etc. of the outsourced manpower/ employees deployed in IREDA

### **32. Details 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) :

- a) Engineer : Graduate Engineer with MBA (Power/ Finance/ Marketing) from recognized university.
- b) IT Programmer : Graduate Engineer in IT/Computer science /BCA/MCA or equivalent/
- c) Secretarial Assistance/ Stenographer : 12<sup>th</sup> Standard / Graduate & Diploma in Secretarial Practice.
- d) Driver : 10<sup>th</sup> Pass. Having experience in driving Heavy & Light Vehicle & Autorickshaw. Valid Driving License
- e) Receptionists : Graduate. Fluency in speaking English & Hindi, Having experience of manning Reception & EPBAX System
- f) Junior HR Executive : Graduate / PG Diploma in PM & IR, HR / MBA (HR)
- g) Junior Finance Executive : B.Com/ M.Com with intermediate CA/ ICWA or MBA (Finance)
- h) Junior Legal Executive : LLB
- i) Assistants in Finance : Graduate/ Post Graduate in Commerce
- j) Assistants in HR & other Departments – Any Graduate/Post Graduate

Age : Minimum 18 Years and Maximum age 55 years.

Wages : In compliance to Minimum Wages Act, as applicable from time to time and/or as may be decided by IREDA.

33. **Non-Disclosure Agreement**

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

34. **Integrity Pact**

The Integrity Pact essentially envisages an agreement between the prospective Agency 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 Agency, who commit themselves to such a Pact with the buyer, would be considered competent/eligible to participate in the bidding process.

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

**Sh Raj Kumar Singh, IRS (Retd.)**

26 Cassia Marg, DLF-2,

Gurgaon - 122008

Contact No: 0124-424-1100

E-mail – [mrrajksingh@gmail.com](mailto:mrrajksingh@gmail.com)

35. **Acceptance of all Terms and Conditions of the bid:**

All Terms and Conditions of the bid document as mentioned in the tender document is duly accepted by the Agency

Place :

Date :

Signature of authorized signatory

Name of the authorized signatory:

Designation:

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

\*\*\*\*\*

## Appendix-I

### TECHNICAL BID

**[TO BE SUBMITTED HARD COPY AS WELL AS SOFT COPY IN EXCEL/WORD FORMAT THROUGH EMAIL]  
(Minimum Qualifying Requirements)**

#### A) Credentials of Tenderer:

|     |                                                                                                          |   |                 |
|-----|----------------------------------------------------------------------------------------------------------|---|-----------------|
| 1)  | Name of the Agency                                                                                       | : |                 |
| 2)  | Year of Incorporation                                                                                    | : |                 |
| 3)  | Address                                                                                                  | : |                 |
| 4)  | Telephone & Fax nos.                                                                                     | : |                 |
| 5)  | Mobile / Email                                                                                           | : |                 |
| 6)  | Name of the Agency / Proprietor                                                                          | : |                 |
| 7)  | Total no. of Employee strength                                                                           |   |                 |
| 8)  | Partnership Deed / Registration Certificate of the Agency / firm<br>(attach supporting documents)        | : |                 |
| 9)  | Name of the Bank with complete address                                                                   | : |                 |
| 10) | Bank Account Number<br>(enclose an unsigned cancelled cheque)                                            | : |                 |
| 11) | Bank (RTGS) details                                                                                      | : |                 |
| 12) | Permanent Account Number<br>(attach copy)                                                                | : |                 |
| 13) | GST No. (attach copy)                                                                                    | : |                 |
| 14) | PAN India Presence<br>(Name & address of cities where having own branches / offices with address).       | : |                 |
| 15) | Detailed flow chart for implementation of project/ Providing the service to IREDA as per the requirement |   | To be attached  |
| 16) | Details of regular employees in the agency:                                                              |   | To be mentioned |
| 17) | Corporate Organogram :                                                                                   |   | To be attached  |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 18 | Whether any legal suit/ criminal case pending or contemplated or legal notice having being served to this effect against the Proprietor of the Agency (in case of Proprietorship), Partner of the Agency (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Agency on grounds of moral turpitude or for violation of any of the laws in-force or for blacklisting / debarred from bidding. The Agency should provide an undertaking for the same in the format as enclosed at <b>Appendix 'VI'</b> . | (Details to be furnished and the Agency shall also furnish the undertaking as per <b>Appendix 'VI'</b> ) |
| 19 | Proposed team for the project including their qualification and experience in handling similar projects:                                                                                                                                                                                                                                                                                                                                                                                                                                       | Details to be attached                                                                                   |
| 20 | Proposed implementation plan/methodology with time frame:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | To be furnished in detail                                                                                |
| 21 | Banking arrangement with salary transfer facility through strong banking network at multiple locations on all India basis.                                                                                                                                                                                                                                                                                                                                                                                                                     | The relevant details shall be furnished.                                                                 |
| 22 | Any other information:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                          |

#### **B. Eligibility Criteria**

| S. No                                                                                               | Description                                                                                                                                                                                                                                              | Relevant documentary proof (copy of the relevant documents duly signed by authorised signatory is to be enclosed)                                                       |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Mandatory Requirements (As stipulated in the Eligibility Criteria Para 4 &amp; 6 of the NIT)</b> |                                                                                                                                                                                                                                                          |                                                                                                                                                                         |
| 1                                                                                                   | <b>Experience:</b><br>Number of Years' Experience for supplying manpower<br><5 Years = 0 mark<br>5 years = 5 marks<br>6-10 Years = 10 marks<br>11-15 Years = 15 marks<br>> 15 years = 20 marks                                                           | Relevant records in proof of providing skilled manpower like Letter of Award of Contract, Agreement copy, PF records or any other relevant proof<br><br><b>20 Marks</b> |
| 2                                                                                                   | Number of Manpower supplied during the last 05 years in the 5 leading Government /semi Govt./Autonomous Bodies/ Government Authorities/Public Sector<br><50 nos. = 0 mark<br>50 Nos. = 5 marks<br>51 nos. to 250 nos. = 10 marks<br>>251 nos. = 15 marks | <b>15 Marks</b>                                                                                                                                                         |

|   |                                                                                                                                                                                                                                                |  |                                                                                                                                                |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | <b>PAN India Presence</b><br>No. of office locations & business operations for temporary staffing in India<br><5 crores = 0 mark<br>5 Crores = 5 marks<br>6-10 crores= 5 marks<br>>11 crores= 10 marks                                         |  | No. of office with details viz. Name and address, Places of offices & contact details to be furnished.<br><b>10 Marks</b>                      |
| 4 | Turnover during the last three years (minimum Rs.5.00 crores or more in each financial year) as per GST Returns/ CA Certificate /ITR of the Agency<br><5 crores = 0 mark<br>5 Crores = 5 marks<br>6-10 crores= 5 marks<br>>11 crores= 10 marks |  | Copies of audited results/balance sheets/CA certificates and other relevant records for the 3 years (FY 2016-17 to 2018-19)<br><b>10 Marks</b> |
| 5 | Number of ongoing/Running Contracts - Minimum 5 Projects<br>{Govt. Deptt./Bodies-1 mark / CPSEs/PSUs-1 mark / Banks & FIs- 1 mark/Power sector PSUs- 2 marks]<br><5 = 0 mark<br>5 = 5 marks<br>6-10 = 10 marks<br>> 11 = 15 marks              |  | <b>20 Marks</b>                                                                                                                                |
| 6 | ISO 9001 : 2008 / 9001 : 2015 – 5 marks<br>ISO Certification for Manpower Management-5 marks<br>NSIC/MSME certification – 5 marks<br>NSIC/MSME certification (for SC/ST entrepreneurs category– 5 marks                                        |  | <b>20 marks</b>                                                                                                                                |
| 7 | Head/Registered Office and Main/Corporate Office in Delhi                                                                                                                                                                                      |  | <b>05 marks</b>                                                                                                                                |

Minimum qualifying marks for technical criteria shall be 45 out of 100 marks.

| C. Other Mandatory Requirements |                                                                                                             |  |                                                                                 |
|---------------------------------|-------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------|
| 1)                              | Whether Agency is registered & license holder under:-                                                       |  | (Details of registration and license possessed by the Agency is to be enclosed) |
|                                 | a) Contract Labour (Regulation & Abolition) Act                                                             |  | <b>Yes / No</b>                                                                 |
|                                 | b) ESI Act                                                                                                  |  | <b>Yes / No</b>                                                                 |
|                                 | c) Employee Provident Fund Act                                                                              |  | <b>Yes / No</b>                                                                 |
|                                 | d) Service Tax /GST                                                                                         |  | <b>Yes / No</b>                                                                 |
| 2)                              | Whether the Agency has a Permanent Account Number (PAN)                                                     |  | Photo copies to be enclosed                                                     |
| 3)                              | Whether the Agency 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 2016-17, 2017-18 & 2018-19. |  | 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 45.*

*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 Agency who qualify the technical bid criteria.*

*The Agency who scored highest cumulative score shall be successful Agency (H-1) and H-2 & H-3 will be 2<sup>nd</sup> and 3<sup>rd</sup> Agency.*

**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 Agency. The Agency shall ensure submission of Technical bid along with all the required documents as per the Check-list uploaded in a single PDF file format.

Signature of authorized signatory

Name of the authorized signatory:

Designation:

Seal:

Date:

**Financial Bid**

**Empanelment of Agency for Manpower Services**

(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.                                                                        |                |

**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 Agency ):

Seal:

Date:

**AUTHORISATION LETTER**  
**{To be submitted on Agency/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\_\_\_\_\_  
**For and on behalf of**  
**(Name of the Agency):**

**Date**\_\_\_\_\_

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

**BANK GUARANTEE (EARNEST MONEY DEPOSIT) – Format**

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2020 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 \_\_\_\_ for \_\_\_\_\_ services 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.3,40,000/- (Rupee Three Lakhs and forty 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.\_\_\_\_ (Rupee \_\_\_\_ 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.\_\_\_\_ /- (Rupee \_\_\_\_ 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)

**To,**

**General Manager (HR)**

Indian Renewable Energy Development Agency Limited

Corporate Office: August Kranti Bhawan, 3<sup>rd</sup> Floor,

Bhikaiji Cama Place, New Delhi-66

**Sub: Tender for Empanelment of Agency for providing Manpower Services – Integrity Pact reg.**

IREDA and the Agency agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the Agency will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period till award of work to the selected agency (*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 is that IREDA is not agreeable to consider the participate Agency 'Technical & Financial Bid' of the Agency(s) in case this agreement is not submitted by the Agency along with the Technical Bid. If Agency 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 AGENCY)**

**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, 1<sup>st</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 and its Corporate Office at 3<sup>rd</sup> Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 110066.

hereinafter referred to as

**“IREDA”**

and

---

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

Having its Registered Office at \_\_\_\_\_  
*[Insert full Address]*

---

hereinafter referred to as

**“The Agency / 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 Agency / Partner(s) of  
Joint Venture/Agency)



Number \_\_\_\_\_ 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 Agency's / Contactors.

In order to achieve these goals, IREDA and the above named Agency / 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 Agency(s) with equity and fairness. IREDA will in particular, before and during the tender process, provide to all Agency(s) the same information and will not provide to any Agency(s) confidential / additional information through which the Agency(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 Agency / Contractor**

- (1) The Agency / 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 Agency / Partner(s) of  
Joint Venture / Agency)

\_\_\_\_ Integrity Pact

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participation in the tender process and during the contract execution:

- a) The Agency / Contractor will not, directly or through any other person or agency/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 Agency / Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Agency's / Agency's. 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 Agency / Contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further, the Agency / 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 Agency / 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 Agency / 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 Agency / 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 Agency / 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 Agency / Partner(s) of  
Joint Venture / Agency)

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

(2) The Agency / 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 Agency / Contractor, 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 Agency into question, IREDA may disqualify the Agency from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Agency / 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 Agency / 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 Agency / 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 Agency / 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 Agency / Contractor has entered into any undisclosed agreement or understanding with other Agency / consultant with respect to prices, specifications, certificates, subsidiary contracts, etc.

### **Section-IV – Liability for violation of Integrity Pact**

(1) If IREDA has disqualified the Agency 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 Agency / Partner(s) of  
Joint Venture / Agency)

**Section-V – Previous Transgression**

- (1) The Agency / contractor 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 Agency / Contractor 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 Agency's / Agency's**

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

**Section-VII – Punitive Action against violating Agency's / Agency's**

If IREDA obtains knowledge of conduct of an Agency or an Agency or his sub Agency or of an employee or a representative or an associate of an Agency or Agency or his Sub Agency 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 an Independent External Monitor (IEM) for this Pact with the concurrence of Central Vigilance Commission (CVC), Government of India. The IEM so appointed 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 requiring legal / administrative action. IEM is expected to tender their advice on the complaint within 10 days as far as possible."
- (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 Agency / Partner(s) of  
Joint Venture / Agency)

- (4) The Agency(s) / Contractor 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 Agency / Contractor. The Agency / 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 Sub-Agency. The IEM is under contractual obligation to treat the information and documents of the Agency(s) / Agency(s) / Sub-Agency(s) with confidentiality.
- (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 Agency / Contractor related to this Contract.
- (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 Agency / Contractor, as deemed fit, to present its case before making its recommendations to IREDA.
- (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.
- (8) The recommendations of IEM would be in the nature of advice and would not be legally binding.
- (9) Periodic agency meet, as a familiarisation and confidence building measures, would be desirable.
- (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 by CVO, IREDA.
- (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 Agency / Partner(s) of  
Joint Venture / Agency)

(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.

(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 Agency after the closure of the contract and for all other Agency 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 Agency 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).
- (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.
- (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 Agency / Partner(s) of  
Joint Venture / Agency)

(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 Agency / Partner(s)  
of Joint Venture / Agency)**

(Office Seal)

(Office Seal)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness1: \_\_\_\_\_

Witness 1: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2: \_\_\_\_\_

Witness 2: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AUTHORISATION LETTER**  
**{To be submitted on Agency / company letterhead}**

I \_\_\_\_\_ [Name of the Agency] on behalf of \_\_\_\_\_ [Name of the Organization]  
hereby declare that:-

- (a) I hereby accept all the Terms and Conditions mentioned of the IREDA's Tender unconditionally. We are aware that conditional bids if quoted shall be summarily rejected.
- (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) We confirm that all returns (income tax / GST/Labour returns/ESI/EPF) have been filed upto date ( as on 30.06.2020) and the Agency has no dues towards Service Tax/GST Department.
- (e) There is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency (in case of Proprietorship), Partner of the Agency (in case of Partnership), any of its Directors (in case of Pvt. Ltd. Company) or against the Agency) on grounds of moral turpitude or for violation of any of the laws in force.
- (f) The Agency should also provide an undertaking 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.
- (g) If the above declaration is found incorrect, the present engagement would be terminated and \_\_\_\_\_ [Name of the Agency] would be debarred from any further engagement by IREDA ever.
- (h) We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.
- (i) No action of debarring/blacklisting of our Agency/company has been done by any of PSU or Public Authority/ Institutions during the last 3 years.

**Authorized Signatory** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**For and on behalf of**

**(Name of the Agency):**

**Date** \_\_\_\_\_

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



**DRAFT CONTRACT AGREEMENT**

(Agreement to be executed on Rs.100/- Non-judicial Court Stamp

Shall be updated / modified as per requirement)

An agreement made this ..... day of ..... BETWEEN  
 ..... (hereinafter called the contractor or contracting  
 agency which expression shall include his legal representatives) of the one part and the  
 \_\_\_\_ (agency/company name) (hereinafter referred as “ \_\_\_\_ New Delhi” which shall also include any person  
 authorized by the \_\_\_\_ ) of the other part and

WHEREBY the contractor agrees to supply the outsourced manpower agency (to perform the work  
 specified to them successfully on contract basis to Indian Renewable Energy Development Agency limited  
 (IREDA), having its corporate office at 3<sup>rd</sup> Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi-  
 110066 as mentioned in the tender document no. dated \_\_\_\_ .

(a) That it is expressly understood and agreed between the parties to this Agreement that the persons  
 deployed by the contractor for the services mentioned above shall be the employees of the  
 Agency/contractor for all intents and purposes and that the persons so deployed shall remain under the  
 control and supervision of the Agency/contractor and in no case, shall a relationship of employer and  
 employee between the said persons and the IREDA Ltd. or any person authorized shall accrue/arise  
 implicitly or explicitly.

(b) That the number of manpower will be purely need based on contractual outsourced basis. Therefore,  
 the number of Agency /Contractor’s workers may be increased or decreased as per the requirement. IREDA  
 Ltd. will be under no obligation to engage any specific number of Agency/ Contractor’s workers during  
 the period of contract.

(c) That this Contract shall remain valid for a period of one years w.e.f. .... initially and if the  
 services are found satisfactory the same may be extended for another two years. However the competent  
 authority of IREDA shall have full power to terminate the contract if the manpower supplied is not  
 functioning to the satisfaction.

(d) That the IREDA or authorized official shall have full power to reject the contract hired outsourced  
 manpower (skilled, semi-skilled and unskilled) which to the true intent and meaning is not in accordance  
 with the requirement of the tender document.

(e) The competent authority of IREDA or an authorized person reserves the right to (i) Terminate this  
 contract at any time during the contract period. (ii) To enter in to parallel contract for similar services with  
 other agencies/person whenever it is found necessary. (iii) To extend the contract to further period, if  
 required, from the date of expiry of the initial period, at the same rates, terms and conditions.

(f) That the contracting agency will be entirely responsible for execution of this contract in all respects in  
 accordance with the conditions of this contract and shall not assign or sub-let the same.

(g) if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the competent authority of IREDA may terminate the contract and forfeit the said security deposit and recover from the contractor any loss suffered by the IREDA on account of the contract being terminated.

(h) If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the IREDA or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract. The Arbitration charges shall be equally on 50:50 ratio paid by both parties.

(i) The contracting agency as a taxable service provider, must have registered with Labour Department, EPF/ ESI, Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices /Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.

(j) The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the competent authority of IREDA, other than as Principal Employer. The necessary supporting documents shall be provided to IREDA by the agency in support of statutory compliance payment deposit with statutory authorities on monthly basis. The contracting agency shall also be responsible for timely wages payment (i.e. by 7<sup>th</sup> day of each month) to all the engaged manpower deployed at IREDA, irrespective whether its previous month bill is cleared or not for payment release in IREDA. Further, the contracting agency or its authorized person has to ensure submission of monthly bill along with all necessary supporting documents to IREDA before 15<sup>th</sup> day of each month.

(k) That the contractor shall keep the competent authority of IREDA indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case competent authority of IREDA is made party and is supposed to contest the case, the competent authority of IREDA will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to IREDA on demand.

Further, the contractor will ensure that no financial or any other liability comes on IREDA or any person authorised by him or IREDA in this respect of any nature whatsoever and shall keep IREDA or any person authorised by him/IREDA indemnified in this respect.

(l) That the contractor shall further keep the IREDA or any person authorised by him/IREDA indemnified against any loss to the IREDA or any person authorised by him or IREDA property and assets. The competent authority of IREDA shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

(m) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.

(n) The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the Office of IREDA on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

(o) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

In witness whereof the parties hereto have signed these presents on the date, month and year first above written. Signed by the said contracting agency ..... in the presence of: -

1 st Witness Address

2 nd Witness Address

Signed for and on behalf of the IREDA in the presence of : -

1 st Witness Address

2 nd Witness Address