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भारतीय अक्षय ऊर्जा विकास संस्था सीमित
(भारत सरकार का प्रतिष्ठान)
INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD
(A Government of India Enterprise)

Open Tender

TENDER DOCUMENT FOR DISPLAY OF HOARDING OF PM-KUSUM SCHEME ON BEHALF OF MINISTRY OF NEW AND RENEWABLE ENERGY

REF NO: /IREDA/PR&CC/01/2022 DATED 21.01.2022

Corporate Office: 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110066.

Registered Office: Core-4A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003.



INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD (IREDA)
(A Government of India Enterprise)

NOTICE INVITING TENDER (NIT) FOR
Display of Hoardings for 'PM-KUSUM Scheme, for 3 Months period on behalf of
Ministry of New and Renewable Energy (MNRE)

NITNo: IREDA/PR&CC/01/2022/

Date: 21.01.2022

1.0 Indian Renewable Energy Development Agency Limited (IREDA) is a Government of India Enterprise under the Ministry of New and Renewable Energy, engaged in promoting, developing and extending financial assistance for setting up projects relating to new and renewable sources of energy.

2. IREDA would like to procure/supply Display of Hoarding for PM-KUSUM Scheme on behalf of Ministry of New and Renewable Energy in the state of Maharashtra and Puducherry, Union Territory, as per the **Scope of Work /Specifications and Mandatory technical qualifying criteria as detailed in Annexure – I**. In case, you are interested, please submit your **Technical & Financial Bids / offer for the item(s) listed in the prescribed format (Appendix-1 & 2)**. You may please also note the **General Terms & Conditions** applicable in regard to submission of quotation / offer for award of contract by IREDA as per attached **Annexure-2**.

3.0 Brief Details

NIT Date	21.01.2022
NIT No.	IREDA/PR&CC/01/2022 For any corrigendum and extension of date of bid submission, please visit the website.
Document download Commencement Date	21.01.2022
Last Date and Time for Bid submission	26.01.2022, 8:00 PM
Technical Opening Date & Time	27.01.2022, 10:30 AM
Financial Bid Opening Date & Time	Bids of the successful bidders who qualifies the technical criteria, will only be opened.
EMD	Rs.5,40,000/- (Rupees Five Lakhs and Forty Thousand only)
Last Query Date (if any)	25.01.2022 : 5.00 PM

<i>Scope of Work/Specifications</i>	<i>Annexure-1</i>
<i>General Terms & Conditions</i>	<i>Annexure-2</i>
<i>Authority letter on Company letter heads for bid submission and acceptance of bid terms & conditions, etc.</i>	<i>Annexure-3</i>
<i>Bank Guarantee Format</i>	<i>Annexure-4</i>
<i>Integrity Pact</i>	<i>Annexure-5</i>
<i>Technical Bid</i>	<i>Appendix-1</i>
<i>Financial Bid</i>	<i>Appendix-2</i>

- 4.0 Bid Security and Integrity Pact (if applicable) shall be submitted in a sealed envelope separately offline/online by the stipulated bid submission closing date and time at the address given below. Any bid without an acceptable Bid Security and Integrity Pact (if applicable) shall be treated as non-responsive by the employer and shall not be opened.
- 5.0 The bidding document is available online. A complete set of Bidding Documents may be downloaded by any interested Bidder from the IREDA tender website <https://ireda.in>.
- 6.0 **Brief Scope of Work** : Display of Hoardings for 'PM-KUSUM Scheme, for 3 Months period on behalf of Ministry of New and Renewable Energy (MNRE).
- 7.0 IREDA reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 8.0 Address for Communication :

General Manager (HR)

IREDA LTD.,

Registered Office : Core-4A, East Court, 1st Floor,
India Habitat Centre, Lodhi Road, New Delhi-110003

Ph.011-24682346

Email : pm-kusum@ireda.in

SCOPE OF WORK / SPECIFICATIONS**Annexure -1****Section -1**

Display of Hoardings of 'PM-KUSUM SCHEME' in following States / Union Territories (UTs) on behalf of Ministry of New and Renewable Energy :

S. No.	State/ UT	Districts	Total hoardings (13 per district)
1	Maharashtra (including Mumbai and Pune)	32	416
2	Puducherry	02	26
	Total	34	442

Note : The numbers of hoardings / locations are indicative and may change(increase/decrease) as per requirement.

Sl.No.	Details	Specifications
1	Hoarding Size	Each Hoarding of 200 Sq.Ft. area of 20 Ft. (W) X 10 Ft.(H). According to site location(s), slight variation in size is considerable.
2	Hoarding Display	Minimum 10 Feet above ground level
3	Language & Color	Hoardings to be displayed in local/ vernacular language, which will be intimated by IREDA. Hoardings in 4 colors.
4	Hoarding Display Duration / Locations	03 months. The hoardings would be displayed at prominent locations in above mentioned state/UTs having good visibility such as Sabji-Anaz Mandi; local Market; Panchyat; Taluka office; District Administration office; Main Road/Junctions/Primary Health Centres and Community Centres.
5	Hoarding Material Specifications	240 GSM Flex of Good Quality / Brand
6	Hoarding Frame Work	Iron framework strong enough to carry the load of flex hoardings in all weather conditions.
7	Hoarding Locations	In each district total 13 nos. : District level (7 Nos.), Block level (4 Nos.) and at Panchayat level (2 Nos).
8	Entire Work completion periodicity	30 days from the date of issuance of work order.
9	Report submission with Photographs	The Agency has to submit daily/ weekly report on display of hoardings mentioning District/block/panchayat, Exact location, landmark, and size of the hoarding etc. The Agency has to submit the report along with soft copies of photographs with geo-tagging (one close shot to confirm display and one long shot to establish location) of each location.
10	Liaison	The Agency to liaison with Ministry of New & Renewable Energy/ State Govt./ UT Administration/Local Municipal Authorities regarding hoarding display.
11	Other conditions	(a) In case of any damage to Flex of Hoarding(s) due to any reason, the agency has to replace the same immediately without any extra cost to IREDA and submit the proof by sending the photographs of the replaced hoarding. (b) For all safety measures during installation any injury/mishap to persons etc. is responsibility of agency and its Associates. IREDA has no responsibility towards this aspect.

SECTION – 2 (MANDATORY REQUIREMENTS TO MEET THE ELIGIBILITY CRITERIA)

1) Experience:

The Agency should have minimum Ten (10) years' experience in successfully execution of similar work of display of hoardings at all India basis.

- 2) The participating Agency should have satisfactorily completed / on-going minimum 02 projects in the last 2 years / current FY -2021-22, in the Government /semi Govt./Autonomous Bodies/ CPSEs for the value of Rs.2.00 crores & above of one work order.

3) PAN India Presence

The Agency should have PAN India presence in minimum 03 States/UTs particularly in Maharashtra and southern region.

4) Turnover:

- 5) Minimum Turnover (i.e. total sale as outdoor media agency) during the last three financial years should be Rs.6.00 crores or more in each financial year (as per GST Returns and/or CA Certificate /ITR of the Agency, particularly for display of hoardings, during FY 2018-19; 2019-20 and 2020-21(including current FY 2021-22)).
- 6) ISO Certification
- 7) Registered Office; Main/Corporate Office in Delhi.
- 8) Agency is registered & license holder under:-
(a) PAN, TAN & GST
(b) EPF and ESI
(c) Contract Labour
- 9) Copy of Service Tax/GST and Income Tax returns / Annual report submitted for FY 2018-19, 2019-20 & 2020-21.
- 10) Accreditation Registration No. with Indian Newspaper Society (attach supporting documents in PDF format)
- 11) Registration with BOC/DAVP, as on Outdoor Media Agency
- 12) Satisfactory execution of minimum one similar contract through BOC/DAVP during last 5 years of the value of Rs.1.00 crore & above for execution in minimum 3 states/UTs.
- 13) Will you able to complete the entire work of display of hoarding within 30 days time duration from issuance of work order as per details in tender document (Yes/No)
- 14) Quoted rates should not be more than BOC/DAVP approved rates.
- 15) Agency should not have 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 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 **Annexure-3**.
- 16) **EMD** : Earnest Money Deposit of Rs.5.40 lakhs is to be submitted by all participative bidders with the bid itself in the form of a Bank Draft in favour of "Indian Renewable Energy Development Agency Ltd.", payable at New Delhi, from a Nationalized Bank or a reputed commercial bank. No interest will be payable on EMD and it will normally be returned back within a period of 60 days, after finalization of tender, to unsuccessful bidders. An irrevocable Bank Guarantee is also acceptable in place of EMD. The Bank Guarantee should be from Scheduled Commercial Banks only (***For MSME registered vendors submission of EMD is exempted***).

Agency, not meeting the above pre-requisite requirement shall not be considered as technically qualified. No Technical Bid/ Financial Bid will be evaluated of such agencies.

TENDER GENERAL TERMS & CONDITIONS

The General Terms & Conditions will supersede any related conditions anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.

1.0	Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		“Employer” means IREDA Ltd., New Delhi (A Govt. of India Enterprise) and includes the legal successors or permitted assigns of the Employer.
		“Party” means the Employer or the Bidder, as the case may be, and “Parties” means both of them.
		“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
		“Contract” means the Work Order/Service Order signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.
		“Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		“Bidder” means any person, including a consortium (that is association of several persons, or firms, or agency or companies or contractor or supplier) participating in a procurement with a procuring entity, for this tender.
		“Bidder Document” means a document issued by the company, including any amendment thereto, that sets out the terms and conditions of the registration proceedings and includes the invitation to register.
		“Bid” means an offer made in pursuance of an invitation by the company and includes any tender, proposal or quotation.
		“Local Currency” means the INR currency of the Government of India.

		“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and
		“Goods” means all articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library.
		Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / IREDA; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
		“Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.
2.0	Language	English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
3.0	Contract Documents	The Employer shall send to the successful Bidder the Work Order/Service Order. The Work Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Work Order/Service Order. The successful bidder shall have sign and return the Work Order/Service Order as a token of acceptance. Successful bidder on whom Work Order/Service Order is placed shall hereinafter be called Supplier.
4.0	Order of the precedence of the Documents	The order of precedence of documents shall be as under: - Bid Document and Amendment thereto - General / Special Purchase Conditions - Scope of Work & Technical Specifications - The Bid and BOQ submitted by the Supplier - Purchase Order/Service Order along with its annexures.

5.0	Bid : (a) Bid Submission	Technical and Financial Bids should be submitted separately by participating bidder through password protect email (at email ID : tender.pm-kusum@ireda.in). The PDF file Bid name should be mentioned as under :- (a) Technical Bid Name : Technical-(bidder company name) (b) Financial Bid Name : Financial-(bidder company name) Not more than one tender shall be submitted by one tenderer / Agency having business relationship. Any modification in the submitted offer after its submission and or closing date of the tender will not be considered. Password of both bids will be taken from participating bidders at the time of opening of bids by authorized IREDA officials.
	(b) Bid Validity	The period of validity of quotations for acceptance, shall be for 120 days from the closing date of tender. Bid with less validity, are likely to be ignored.
	(c) Bid value / Cost escalation after Bid submission and work order award	• IREDA does not entertain request for escalation of cost / price on account of any reasons during the period of validity of quotation. • The quoted rates should be not more than as per approved rates of Bureau of Outreach and Communication(BOC)/erstwhile-DAVP, (including Designing, translation, transportation, printing, installation, and any other work involved).
	(d) INR / Tax	• Financial Bid to quoted in INR (numeric) value without any cutting/over writing. • In case Tax details are not mentioned, the price quoted in column (g) of above table will be taken as full & final including tax, to be borne by bidder.
	(e) Arithmetical errors	Arithmetical errors will be corrected on the following basis: • If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
6.0	Delayed/Late/Incomplete Bids	Bids received late will not be considered and summarily rejected. IREDA will not be responsible for any postal delay.
7.0	Singular and Plural	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
8.0	Amendment	No amendment or other variation of the Contract (Work Order/Work Order) shall be effective unless it is in writing and is signed by a duly authorized representative of Employer and accepted by the Bidder/Company/Agency/Firm/Contractor/Supplier.

9.0	Settlement of Disputes	Mutual Consultation If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws. Resolution of Dispute through Expert Committee If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to IEM/Expert Committee constituted by IREDA for resolution. The contractor/sub-contractors have to given an undertaking that in case of any dispute, they will not approach any Courts, while representing the matters to IEM and they will await decision of the IEM in the matter. The services of IEM are available for mediation. -
10.0	Arbitration	If the process of mutual consultation and/Expert Committee fails to arrive at a settlement between the parties as mentioned above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. in the event of any dispute or difference whatsoever arising under the contract / Work Order, the same shall be referred to Arbitration which shall be as per the provisions of the Indian Arbitration Act, 1940. The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter- Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter. In case dispute is not resolved by amicable settlement, the same shall be referred by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes(AMRCD) as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 and any subsequent modifications thereto (as may be applicable). Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, IREDA. The Arbitration shall be held at Delhi only. the Arbitrator fee will be shared between IREDA and Agency on 50:50 ratio. The Arbitrator shall give reasoned and speaking award and it shall be final and binding on both the parties.

11.0	Advance payment to vendors (Mobilization advance)	Within thirty (10) days of the receipt of Work Order/Service Order from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below. Normally giving advance payment against Work Order to the vendor should be avoided. However, wherever absolutely necessary, the advance can be given but a Bank Guarantee from Scheduled Commercial Bank only covering the full amount of advance should be obtained from the vendor and the advance will be interest bearing @15% or as prevailing at that time, whichever is higher. Bank Guarantee format is attached as Annexure-4.
12.0	Tax deduction at source	Tax deduction at source shall be governed as per prevailing rules.
13.0	Contract price	The Contract Price shall be as specified in the Work Order / Service Order.
14.0	Payment terms	Payment will be made to the account of the successful bidder as per the payment terms mentioned in the work order. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted a tax invoice to the Employer specifying the amount due. Payment shall be released through RTGS mode within 30 days of receipt, acceptance of materials and submission of invoice in all respect as per Payment terms mentioned in PO/Tender document and satisfactory work completion. The 5% of the final billing amount will be kept as security for three months work warranty period duration and will be released thereafter. Employer while releasing payment shall deduct GST/TDS at source at the applicable rates in case transactions under the PO/Contract are liable to GST/TDS deduction at source.

15.0	Payment at reduced rates	If the goods supplied are not according to specifications stipulated in the order, IREDA may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by IREDA.
16.0	Release of Payment	The part payment release will be considered upon part work completions atleast 25% of entire work order and submission of report along with Geo tagging photos and Tax Invoice.
17.0	Taxes & Duties	i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder. ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable. vii. Employer shall deduct GST/TDS at source at the applicable rates in case transactions under the PO/Contract are liable to GST/TDS deduction at source. viii. The implications of GST on return of goods will be as per the provisions of the relevant GST laws. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.

18.0	Road permit	Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
19.0	Authorized representative	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.
20.0	Packing	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage. The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing. All packages should be marked with Work Order/Service Order no. and date. Each package must contain packing slip and literature, if any.
21.0	Warranty	The provision of Warranty shall be : a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions. b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / general terms & conditions. c) If having been notified, the Supplier fails to remedy the defect, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Supplier under the Contract.
22.0	Insurance	The goods supplied under this Work Order shall be fully insured against loss or damage incidental to manufacture, acquisition, transportation, storage and delivery, at the cost of the supplier.

23.0	Inspection and Testing	All materials shall be inspected as per scope of work /specifications, as may be required by Employer.
24.0	Patents	All royalties and fees for patents covering material/equipment/software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees. The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor. The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor. The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.
25.0	Indemnity	Bidder hereby agrees and undertakes that it will keep IREDA indemnified against any and all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules, all established direct losses, damages, liabilities, costs, expenses, claims, remedies, matters or actions and disbursements as a result of or arising out of or in connection with any breach of obligations on the part of bidder or its advisors, representatives, personnel, architect, contractor, supplier and agents under this agreement. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees. Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.

26.0	Removal of rejected goods and replacement	a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site. b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.
27.0	Liquidated damages	The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded.
28.0	Amendment/ modification of contract	Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.
29.0	No breach of contract	The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and (b) has informed the other Party as soon as possible about the occurrence of such an event.

30.0	Obligations of the Supplier	The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-bidder or third parties.
31.0	Force majeure	Supplier shall not be considered in default if delay in delivery occurs due to cases beyond his control such as act of natural calamities, civil war, strike, fire, flood, riots and acts of a superior power. Only those cases which have a duration of more than 7 days shall be considered causes of force majeure. A notice to this effect duly certified by the local chamber of commerce / statutory authorities shall be given by the supplier to the purchaser. In the event of delay due to such causes, the delivery schedule shall be extended for a length of time equal to the period of force majeure at the option of IREDA or the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the IREDA.
32.0	Risk purchase	In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, IREDA reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, IREDA shall retain the right of forfeiture of CPG and or any other action as deemed fit.

33.0	Termination	The Employer may terminate the Order/Contract, by not less than fifteen (15) days' written notice of termination to the Supplier , to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below : (a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; (b) if the Supplier becomes insolvent or bankrupt; (c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or (d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer. (e) if the Employer, at its sole discretion, decides to terminate this Contract. In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.
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34.0	Limitation of Liability	Except in cases of criminal negligence or willful misconduct, (a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.
35.0	Fraud Prevention Policy	The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer. The Supplier alongwith their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Work Order/Service Order). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.
36.0	Registered MSME vendor(s)	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. MSE registered with DICs/KVIC/KVIB/NSIC/Directorate of Handicrafts and Handloom/UAM or any other specified by Ministry of Micro, small & Medium Enterprises 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) 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.

37.0	Non-Disclosure Agreement	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.
38.0	No claim for interest or damage	Interest on money due to the contractor/vendor: (a) No omission on the part of the Employer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may on the final settlement of his account be due to him. (b) No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever
39.0	Contract Award	Work Order / Contract will be awarded to one party to carry out the entire work, meeting IREDA's requirement to L-1 vendor. In case two parties have quoted same rate for the entire work, split of work will be considered meeting IREDA's requirement and adherence of timeline.

40.0	Integrity Pact	The Integrity Pact essentially envisages an agreement between the prospective Agency and the vendor/bidders and buyer, committing the persons/officials of both parties, not to resort to any corrupt practices in any aspect/stage of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere by Signing the Integrity Pact. 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 (Annexure-5), 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
41.0	Acceptance of all Terms and Conditions of the bid	The Bidder has to submit an undertaking on Company's letter head for acceptance of tender terms & conditions, etc. of the bid document (Annexure-3).
42.0	Notices	Whenever this Agreement requires or allows Notice, the Notice must: (a) be written; (b) state with reasonable certainty the information being communicated; (c) be electronically or physically signed by, a person authorised to issue Notice on behalf of the Party issuing Notice; (d) be dispatched by email or registered post;

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

I _____(name) certify that I in the capacity of _____(designation) in the Agency, as per organization rules & regulations / laws is authorised to submit the Bid and bind the organization by authority of its governing body/board/by-laws,etc..

- (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 31.12.2021) 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.
- (j) We confirm for signing of Non Disclosure Agreement and Integrity Pact.

- (k) We confirm, in case 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.
- (l) In case of any dispute, we will not approach any Arbitration/Courts directly, while the disputed matter is under amicably settlement in IREDA or with IEM/Expert Committee constituted by IREDA and will await decision of the same.

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 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.

INTEGRITY PACT

Between

Indian Renewable Energy Development Agency Limited

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

hereinafter referred to as

“IREDA”

and

[Insert the name of the Sole 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)

_____ Package and Specification
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 / Contactor's.

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)

Integrity Pact

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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 a Agency or a Agency or his subAgency or of an employee or a representative or an associate of a Agency or Agency or his SubAgency 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)

grity Pact

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Inte

- (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) _____

TECHNICAL BID**[TO BE SUBMITTED PDF FORMAT THROUGH PASSWORD PROTECTED EMAIL]****A) Credentials of Tenderer:**

1)	Name of the Company/Agency/Firm	:	
2)	Year of Incorporation	:	
3)	Registered/Corporate office Address	:	
4)	Telephone & Mobile nos. of contact person	:	
5)	Email for communication	:	
6)	Name of the Director / Proprietor	:	
7)	Total no. of Employee strength		
8)	Company Registration Certificate / Partnership Deed / (attach supporting documents in PDF format)	:	
9)	Name of the Bank with complete address	:	
10)	Bank Account Number (enclose an unsigned cancelled cheque)	:	
11)	Bank (RTGS) details	:	
12)	Are you empaneled with any other CPSEs (preferably with power sector PSUs), if yes, kindly mention names, for the similar work (display of hoardings at all India level).		
13)	Do you have inhouse facilities of : (a) Creative designer (b) Translation facility		

14)	NSIC/MSME certification (including as Women and SC/ST entrepreneurs)		
15)	PAN India Presence No. of office locations & business operations for temporary staffing in India		
16)	Number of ongoing/Running Contracts for display of hoardings		
17)	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)
Mandatory Requirements (As stipulated in the Eligibility Criteria in the NIT)			
1	Experience: Minimum 10 Years' Experience in successfully execution of similar work of display of hoardings at all India level.		
2	Minimum 02 Number of Work order executed / ongoing for display of hoardings in the last 02 years/current FY-2021-22, in the Government /semi Govt./Autonomous Bodies/ CPSEs for the value of Rs.2.00 crores & above of one work order. (attach supporting documents in PDF format)		
3	PAN India Presence in minimum in 3 States/UTs, particularly in Maharashtra and southern region.		
4	Minimum Turnover (i.e. total sale as outdoor media agency) during the last three financial years should be Rs.6.00 crores or more in each financial year (as per GST Returns and/or CA Certificate /ITR of the Agency, particularly for display of hoardings, during FY 2018-19; 2019-20 and 2020-21(including current FY 2021-22).		Copies of audited results/balance sheets/CA certificates and other relevant records for the 3 years (FY 2018-19 to 2020-21)

5	ISO Certification		
6	Head/Registered Office and Main/Corporate Office in Delhi		
7	Whether Agency is registered & license holder under:-		
	a) Contract Labour (Regulation & Abolition) Act		Yes / No
	b) ESI Act		Yes / No
	c) Employee Provident Fund Act		Yes / No
	d) Service Tax /GST		Yes / No
	e) Permanent Account Number (PAN)		Yes / No
	f) Tax Deduction and Collection Account Number (TAN)		Yes / No
8	Copy of Service Tax/GST and Income Tax returns / Annual report submitted for FY 2018-19, 2019-20 & 2020-21.		Photo copies to be attached in PDF format
9	Accreditation Registration No. with Indian Newspaper Society (attach supporting documents in PDF format)		
10	Registration with BOC/DAVP, as on Outdoor Media Agency (To attach PDF copy of the same)		
11	Satisfactory execution of minimum one similar contract through BOC/DAVP during last 5 years of the value of Rs.1.00 crore & above for execution in minimum 3 states/UTs.		
12	Will you able to complete the entire work of display of hoarding within 30 days time duration from issuance of work order as per details in tender document (Yes/No)		
13	Quoted rates should not be more than BOC/DAVP approved rates.		

14	Agency should not have 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 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 Annexure-3.	
15	EMD of Rs.5,40,000/- (Rupees Five lakhs and Forty Thousand only) in favour of “Indian Renewable Energy Development Agency Ltd”, Payable at Delhi, Nationalized Bank or a reputed commercial bank. (Exempted for MSME registered vendors). DD towards EMD is to be submitted at Tender Box kept at Reception at IREDA Registered office at 1st Floor, Core 4-A, East Court, India Habitat Centre, Lodhi Road, New Delhi-110003 by closing date of tender. (PDF copy of the same is also to be attached with Technical bid.)	Name of Bank : _____ DD No. _____ Amt. Rs. _____

After necessary filling up of details and signing by authorized official, the technical bid along with supporting documents is to be prepared and sent through password protect email at : tender.pm-kusum@ireda.in. The password is to be shared only upon asking by authorized official of IREDA on the date of opening.

Note: - Submission of **documentary proof in PDF format** 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 before uploading/attaching.

Place : _____
Date :

Signature of authorized signatory
Name of the authorized signatory:
Designation:
Seal:

APPENDIX – 2

Financial Bids for Display of Hoardings for PM-KUSUM Scheme

[TO BE SUBMITTED PDF FORMAT THROUGH PASSWORD PROTECTED EMAIL]

(as per scope of work / specifications mentioned in Annexure-1 of tender document)

S. No.	State/ UT	Districts	Total hoardings (13 per district)	Amount (200 sq feet size) for three months Amt. (in Rs.) For Column (d)	__%Tax Amt. (Rs.) Amt. (in Rs.) For Column (e)	Total for three months campaign (200 sq feet size) hoardings Amt.(in Rs.) For Column (e) +(f)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Maharashtra (including Mumbai and Pune)	32	416			
2	Puducherry	02	26			
	Total	34	442			

Note :

- IREDA does not entertain request for escalation of cost / price on account of any reasons.
- Please quote the amount in INR (numeric value) without any cutting/over writing.
- In case Tax details are not mentioned, the price quoted in column (g) of above table will be taken as full & final including tax, to be borne by bidder.
- The quoted rates should be not more than as per approved rates of Bureau of Outreach and Communication(BOC)/erstwhile-DAVP, (including Designing, translation, transportation, printing, installation, and any other work involved).
- After necessary filling up of details and signing by authorized official, the financial bid along with is to be prepared and sent through password protect email at : tender.pm-kusum@ireda.in. The password is to be shared only upon asking by authorized official of IREDA on the date of opening.***

Place : _____

Date :

Signature of authorized signatory

Name of the authorized signatory:

Designation:

Seal: