

TENDER NOTICE

**SUPPLY, ERECTION & COMMISSIONING AND AMC OF ROOF TOP
HYBRID SOLAR PLANT (126 KW) WITH BATTERY BACKUP ON THE
BUILDINGS OF WELLINGTON CANTONMENT BOARD AND AMC FOR 5
YEARS.**

महोदय,

1. Tender document for the above work is uploaded in www.defproc.gov.in
2. The bidders shall submit their bids in two parts viz, Technical bid and financial bid separately. The financial bids of only those tenderer who meet the eligibility criteria as per the notice of e- tender shall only be opened.
3. Tenderer's attention is invited to "Instructions for completion of the e-tender documents to be complied with by the tenderer" contained in the tender documents and as per the instructions given in the eprocure.gov.in portal which should be complied. E- Tenders which are found non-compliance of these instructions are liable to be rejected.
4. Tenderer's attention is also invited to the following instructions for completion of the BOQ (financial bid) of the documents:-
 - a) The tendered rate shall be deemed to be inclusive of GST and other State/Central Government taxes, LWF etc., except Income tax and IIIrd Party Supervision Charges at 1.20% of Estimated Amount. Nothing extra shall be payable on account of taxes, duties and levies of any description.
 - b) Any conditional tenders regarding payments of sale taxes on works contracts and any other duties, levies etc., will not be considered and it is liable to be rejected as non-bonafide
5. This letter and instruction mentioned in para 3 & 4 above shall form part of the e- tender documents.

Sd/-

विनित बी. लोटे
मुख्य अधिशासी अधिकारी
वेलिंगटन छावनी परिषद

MEMORANDUM

(a) Description of Works : E- Tender for the year 2025-2026 for **Supply, erection & commissioning and AMC of roof top hybrid solar plant (126 Kw) with battery backup on the buildings of wellington cantonment board and AMC for 5 years.**

(b) Estimated Cost : Approximately Rs.1.60 Crore.

(c) Earnest Money : Rs. **1,60,000/-**

(d) Percentage, if any, to be deducted from the bills : 10%

(e) Time allowed for completion of the work from tenth day after the date of written order given to commence the work : Will be intimated in the work order according to the type/nature of work.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Cantonment Board the amount mentioned in the said conditions.

3. I/We have deposited a sum of **Rs.1,60,000/-** as Earnest money with the Chief Executive Officer, Wellington, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Chief Executive Officer, Wellington.

4. The list showing the particulars of works carried out by me/us is enclosed.

5. Our bankers are (with full address):

(i)

(ii)

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorized to sign OR

Name of persons having power of attorney to sign the contract (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

(Signature & Addresses of Witnesses)

Signature of the Contractor.

(i)

(ii)

PARTICULARS OF TENDER

1	Particulars of the work	Supply, Erection & Commissioning and AMC of Roof Top hybrid solar plant with Battery Backup(126 Kw Capacity)on the buildings of Wellington Cantonment Board.
2	Tentative Quantity	Chinna Vandisolai School – 15kw Cantonment Office Building – 20Kw(2Nos) Wellington High school – 20Kw Chinna Vandisolai Community Hall – 7.5Kw Jayanthi Nagar Community Hall – 7.5Kw Sunny Villa – 15Kw Safaiwala Quarters Wellington – 2 Kw(8 Nos) Cantonment Office Store Room – 1Kw Woodyard Stalls – 2Kw Barracks Stalls – 2Kw
3	Period of contract	6 months
4	Cost of tender document	Rs.2000/-
5	Amount of Earnest money	Rs.1,60,000/-
6	Validity of offer for acceptance	3 months from the date of opening of the Technical Bid

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. No tender will be received after the opening date of tender under any circumstances whatsoever.
2. The tender will be opened on or after the opening date mentioned in the e-procurement portal at the Office of the Chief Executive Officer, Cantonment Board, Wellington.
3. The Cantonment Board does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons thereof.

(a) Intending tenderer shall pay as Earnest Money a sum of **Rs.1,60,000/-** by RTGS/NEFT. A tender which is not accompanied by such a receipt as earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted without any interest.

**NEFT Details : A/c No – 38748594809, IFSC Code: SBIN0000828, Branch: Coonoor,
Bank: State Bank of India, Account Name: CEO TENDER ACCOUNT**

(b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipt of Bank guarantee or cheque.

4. The Earnest Money Deposit of **Rs.1,60,000/-** paid by the successful tenderer when he submits his/their tender shall be held by the Cantonment Board as Security for the execution in due fulfillment of the Contract. No interest shall be paid on the said deposit.
5. On receipt of the intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of conditions, but the written acceptance by the Cantonment Board of a tender will constitute a binding contract between the Chief Executive Officer and the person so tendering, whether, such formal agreement is or not subsequently executed.
6. (a) In addition to the earnest money deposit, mentioned above a further security deposit in the form, cash deposit receipt with the Cantonment Board, Wellington is required to be produced by the successful contractor for **Rs.6,40,000/-** within a fortnight from the award of work. Thus, the earnest money deposit will make a total security deposit of **Rs.8,00,000/-**. The above guarantee will be released by the Employer after rectification of defects pointed out during the defects liability period. The amount retained by the employer shall not bear any interest. The Security deposit of the successful tender will be forfeited if he fails to comply with any of the conditions of the contract or he leaves the contract unfinished.

Incase of non-completion of the above contract, the Employer reserves the right to cancel the tender forthwith and carry out the unfinished work by some other agency at the risk and cost of the contractor.

(b) **Defect Liability period:** The defect liability period is one year from the date of handing over of the site by the contractor after completion of the work. The work order and handing over of the site to the successful contractor will be executed by the Cantonment Board within fourteen days from the date of acceptance of the tender.

(c) Latest Income Tax Clearance Certificate is to be attached with the tender.

7. All compensation or other sum of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the Security Deposit, if the amount so permits the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good in cash the amount so deducted.
8. The bidder should submit their document through e-procurement portal only. The documents submitted through posts/ hands will not be accepted at any instance.

9. If more than one bidder has quoted the same rates in the BOQ, the bid submitted/freeze earlier in the portal by the bidder will be considered as 'L1'.
10. The bidder are required to submit the completed tender documents only after satisfying each and every condition laid down in the tender documents.
11. The Contractor shall not assign the Contract. He shall not sublet any portion of the contract except with the written consent of the Employer, failure of which may cause the Employer viz., the Chief Executive Officer to serve a notice in writing on the contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
12. The Contractor shall carry out all the works strictly in accordance with Drawings, details and instructions of the Employer. If the opinion of the Employer, changes have to be made in the design and with prior approval in writing of the Employer and if he desires that the contractor carry out the same, without any extra charge. The Employer's decision in such cases shall be final and shall not be open to arbitration.
13. A schedule of probable quantities in respect of each work and specification accompanies these special conditions.
14. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
15. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion of water, electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electricity supply, protection of public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings and all other erections, matters or things and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, structuring, shorting etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Employer. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever. No claim in respect of any other taxes, duties or levies whether existing or future shall be entertained by the Employer.

The rates quoted by the tenderer should be inclusive of GST, LWF, ESI, EPF and other State/Central taxes, etc., except Income tax and third party supervision charges of 1.20% along with applicable GST. This office is not responsible for any type of taxes to be paid either to Central or State Government.

The rate for any item of work other than mentioned in the Contract Schedule of Quantities will be arrived based on the MES SSR Schedule Pt. I & II of 2020 including the market variation.

16. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
17. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be preceded with all diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation at the rate of Rs.2000/- per day. The tenderer shall prepare a detailed work programme before commencing the work which shall be approved by the Employer.

18. The Chief Executive Officer, Cantonment Board is authorized to extend the period of completion for upto 6 months from the deadline as mentioned in the work order.
19. Tenders will be considered only from recognized bonafide contractors in the trade concerned. Each tenderer shall submit with his tender a list of works of similar nature he has executed, giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed.
20. Registered Contractors/firms approved by MES/CPWD/Railways/CFA/State PWD, NH, State Highways and State Government departments (except local bodies) only will be considered for tendering.
21. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatsoever the cause of delays may arise out of the modifications in the work entrusted to him or in any sub-contract connected herewith in awarding contracts for other trades/projects or in commencement or completion of such works or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
22. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedules of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
23. The successful tenderer should make his own arrangements to obtain all materials required for the work including cement and steel.
24. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer.
25.
 - a. The rate quoted by the contractor shall include expenditure for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water.
 - b. The rate quoted in the tender shall also include electric consumption charges for power. If no power is available at the site, the contractor shall have to make his own arrangements to obtain power connections and maintain at his own expenses, an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the Authorities, but the responsibility for obtaining the same shall be that of the contractor.
26. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
27. The Contractor should have executed work(s) to the amount equivalent to the contract amount or more as single work or different number of works during a single financial year during the last three years for which they should submit the relevant work orders, agreement, experience certificate etc, along with satisfactory completion report from the department concerned.
28. The Application should have been in the same name and style in the Civil Engineering Construction field at least for the past three years
29. Annual turnover of the applicant should not be less than the equivalent amount of the estimated cost per year in any one of the preceding three years.
30. The Chief Executive Officer, Cantonment Board, Wellington **0423-2230213** may be contacted for further information in this matter.

31. Copy of saral submitted to the Income tax department for the Income tax assessment for the last 3 years.
32. Attested Copy of GST registration certificate, PAN issued by the competent authority
33. The applicant must furnish the details of major works and other civil works completed during the past "THREE" Years
34. List of major works and other Civil Engineering Construction works including Water Supply and Sanitary works completed in the past three years with full and complete details such as.
 - (i) Name of work
 - (ii) Value of work
 - (iii) Name of employer
 - (iv) Agreement Number
 - (v) Period of completion as stipulated in the agreement
 - (vi) Time taken for completing the work
 - (vii) Reasons for delay if any
 - (viii) Type and nature of work
 - (ix) Certificate issued by the competent authority not below the rank of Executive Engineer
35. Certificate issued by the Engineer-in-Charge (Not below the rank of Executive Engineer/Project Engineer) of the work clearly showing the following details.
 - (a) Name of work
 - (b) Location of the work(Town/Taluk/State)
 - (c) Name / Designation of the Employer / Owner
 - (d) Value of work (As per Agreement)
 - (e) Agreement Number
 - (f) Stipulated period of contract as per agreement
 - (g) Date of commencement of work
 - (h) Date of actual completion of work
 - (i) Reasons for delay in completing the work, if any
 - (i) Actual value of work as per final payment made
 - (k) Quality of work executed
36. Audited Balance sheet, profit and loss Account etc., duly certified by the Chartered Accountant for the preceding three years.
37. Working capital means the amount available in the bank Accounts of the applicant on the date of submission of application plus the unutilized amount of over draft/credit facility extended to the applicant by the nationalized scheduled banks.
38. One month current activity means, the sum total of the value of the unfinished portion of works already committed by the applicant and being executed by the applicant (outstanding value) divided by the balance period available for completion of each of the committed works under execution plus the value of the work for which qualification schedule and price tender is called for divided by the number of months stipulated for its completion.
39. Outstanding value of committed works means the total value of each project under execution minus the value of work completed as on the date of submission of Pre-qualification application.

40. The work will be inspected by the third party agencies engaged by this office. The successful tenderer is liable to produce all the documents, purchase bills, MTC etc., to the third party agencies at the time inspection.
41. The Applicant shall have a project manager together with site engineers with Degree or diploma (in Civil Engineering) holders with minimum field experience noted against each available as given below, exclusively for this work.

- a. Project Manager : 1 No. B.E. (Civil) Engineering
with at least three years experience in executing
similar works.
- b. Site Engineer : 1 no (One number) B.E degree in Civil Engineering or
diploma in Civil Engineering with at least two years
experience for each site.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderer.

Witness :

Signature of Tenderer.

Dated :

Address.

GENERAL TERMS AND CONDITIONS

ELIGIBLE TENDERERS

The tenderer shall provide sufficient documentary evidences to satisfy the following conditions that the tenderer:

- 1.1 Is a registered firm in India and is operational for more than last two years. The Use of completely imported PV systems will not be permitted.
- 1.2 The tenderer fulfills the terms and conditions of eligibility as an indigenous manufacturer of Hybrid Solar Plant / channel partner of MNRE strictly in accordance with the directions of Ministry of New and Renewable Energy Government of India.
- 1.3 Has adequate experience in the past three years to perform the works properly and expeditiously within the time frame specified in the tender document.
- 1.4 In case of manufacturer Has established quality assurance systems and organization designed to achieve high level of equipment reliability in manufacturing of the Hybrid Solar Plant.
- 1.5 Has adequate financial stability and status to meet the financial obligations pursuant to the scope of work. (The firm must have average annual turnover of minimum 30% of the tender value during last three years.
- 1.6 Has experience of installation of minimum five times the size, i.e. 750 kw of supply/installation of Hybrid Solar Plant of more than 3 KW cumulative capacity in the last three years (Should be kept at least equal to the required capacity) The details must be submitted in the Performa given in Technical- Bid section of tender document.
- 1.7 Has adequate field service setup to provide good after sale services including necessary repair and maintenance and has provided good after sale services for the supplies made by him during past years.
- 1.8 Has Valid Test Reports for installation of Hybrid Solar Plant as specified and required in the Technical- Bid of this tender document.
- 1.9 .INTEGRITY PACT In order to ensure transparency, equity and competitiveness in public procurement, the commission recommends adoption and implementation of the concept of pre contract of Integrity pack is must. No Bidders/ tenders will be allowed to participate in financial bid without signing the integrity pact. The bidders willing to participate in the bid has to sign and submit the Integrity pact documents along with the tender documents. According to the Indian Contract Act, the Contractor will be held liable and responsible till the specific tenure as agreed in Contract and if in loss of the contract or forfeiture of the bid or performance bond, liability for damages under specific performance of Contract, it leads to consequences of violating an Interegrity Pact. Hence it is imortant for the bidders wiling to participate in the bid has to sign and submit the IP documents along with other necessary documents. Interegrity Pact helps to build public trust in the Governmnets contracting procedures. So it is imporatant and necessary to do so. No bidderes/ tenders will be allowed to participate in the bid without signinig the proper intergrity pact.
- 1.10 Fulfills all requirements under Jawaharlal Nehru National Solar Mission of MNRE, Govt. of India

The above stated requirements are compulsory to be fulfilled by the tenderer and the Cantonment Board, Wellington may also ask for any additional information as may be deemed necessary in public interest.

THE TENDER DOCUMENT

2.1 CONTENT OF TENDER DOCUMENT

- 2.1.1 The tender procedure and contract terms are prescribed in the tender document.
- 2.1.2 The tenderer is expected to examine all instructions, terms and conditions, specifications, forms and formats etc as mentioned/ enclosed in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the tender.

2.2 INFORMATION REQUIRED WITH THE PROPOSAL

- 2.2.1 The tender must clearly indicate the name of the manufacturer, the types and model & make of each principal item of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive descriptive materials in support of technical specifications.
- 2.2.2 The above information may be provided by the tenderer in the form of separate sheets, specifications, catalogues etc.
- 2.2.3 Any tender not containing sufficient descriptive material to describe the proposed equipment may be treated as incomplete and hence may be rejected. Such descriptive materials and specifications submitted by the tenderer will be retained by the CEO. Any deviations from these will not be permitted during the execution of contract, without specific written permission of the CEO.

2.3 AMENDMENTS IN TENDER DOCUMENT

- 2.3.1 At any time prior to the due date for submission of the tender or even prior to the opening of the financial bid, CEO may for any reason, whether at its own initiative or as a result of a request for clarification/ suggestion by a prospective tenderer, amend the tender document by issuing a notice.
- 2.3.2 In case any amendment due to legal reason is required to be done, it shall be notified on the website at least 3 days before the proposed date of submission of the tender. Wellington Cantonment Board will be no responsibility or liability arising out of non-receipt of the information in time or otherwise. If any amendment is required to be notified within 3 days of the proposed date of submission of the tender, the last date of submission shall be extended for a suitable period of time.
- 2.3.3 In case any amendment due to legal reason is required to be done after submission of the tender (prior to the opening of financial bids), all the tenders received by Wellington Cantonment Board shall be intimated to the concerned tenderer through email or registered post or courier, for getting their offer revised according to the amended terms and conditions.
- 2.3.4 In Future all the notices/ corrigendum/ amendments etc. Related to this tender shall only be uploaded on www.defproc.gov.in WCB will not bear any responsibility or liability arising out of non-receipt of the information regarding any amendment in time or otherwise. Tenderers must check the website for any such amendment before submitting their tender.

SECTION 3

PREPARATION OF TENDER

LANGUAGE OF TENDER AND MEASURE

The tender prepared by the tenderer along with all the related documents shall be in English. Any printed literature furnished by the tenderer may be in another language so long as it is accompanied by an English translation of its pertinent passages. Unit measurements shall be metric in accordance with International System. All correspondence between the tenderer and Wellington Cantonment Board shall also be in English.

EARNEST AND SECURITY MONEY

The tenderer shall furnish earnest money as mentioned in the 'Particulars of Tender' in the form of NEFT/RTGS. Tenders without EMD shall be rejected by Wellington Cantonment Board as being non-responsive. No interest shall be paid by Wellington Cantonment Board on the amount of earnest money deposit.

The earnest money may be forfeited:-

If a tenderer withdraws his tender during the specified period of validity of offer.

If the successful tenderer fails to sign the contract agreement within stipulated period.

The earnest money of the successful lowest tenderer shall be released at the time of signing of the agreement with Wellington Cantonment Board. At this time, the tenderer shall have to deposit security money amounting to 5% of the contract value. No interest shall be paid by Wellington Cantonment Board on the amount of security deposit.

The Chief Executive Officer may also decide to split the work between other tenderers who choose to execute the work on the lowest rates received in the tender. The earnest money of such selected tenderers shall also be released after signing the agreement and submission of 5% security deposit by them. After receiving the consent to work on the lowest rates, the earnest money of such tenderers shall be forfeited if they fail to sign the contract agreement within stipulated period.

The earnest money of all other tenderers who do not accept the lowest rates shall be released after receiving their written intimation regarding not being interested.

PERIOD OF VALIDITY OF TENDER

Validity of the offer should be 3 months from the proposed date of opening of the Technical bid. Tenders without this validity will be rejected.

In exceptional circumstances, Wellington Cantonment Board may solicit the consent of the tenderers to an extension of the period of validity of offer. The request and the response there of shall be made in writing.

PRICE AND CURRENCIES

The tenderer shall submit his rates in Indian Rupees only. The rates should include all applicable taxes, duties & surcharges.

The rates quoted by the tenderer or should be inclusive of taxes such as IT, GST, LWF, Third Party Supervision charges etc., The Cantonment Board/this office is not responsible of any types of taxes to be paid either to Central or State Government.

TENDER OPENING AND EVALUATION

OPENING OF TENDERER

The procedure of opening of the tender shall be as under:

Part-I uploaded with Earnest Money and Technical Bid' shall be opened by Wellington Cantonment Board representatives at the time and date mentioned in the 'Particulars of Tender', in the presence of tenderers who choose to be present. The financial and technical suitability of offers will be examined by Wellington Cantonment Board in detail. If required, clarifications regarding the suitability of the offers will be obtained.

Part-II bearing subscribed "Financial bid" of only those tenderers shall be opened whose technical bid is found responsive, suitable and in accordance with the various requirements of the tender.

In case it is not possible to open part-II on the same date, then a suitable date for this purpose shall be announced or shall be communicated to tenderers by letter/ email (Either Mode). To avoid postponement of opening of financial bid, it is in the interest of the tenderers to send their authorized representatives who are well conversant with the tender and competent enough to take decisions on technical and financial matters at the time of opening of bids.

CLARIFICATIONS REGARDING THE SUBMITTED TENDERS

During the process of evaluation of the tender, Wellington Cantonment Board may at its discretion ask the tenderer for a clarification of his tender. The request for clarification and the response shall be in writing.

Any query regarding any clarification required by Wellington Cantonment Board on the information submitted by the tenderer, must be replied by the tenderer within the following time schedule.

- Email query should be replied by Email within 3days.

SECTION 5

AWARD OF CONTRACT

5.1 EVALUATION CRITERION

The whole work shall be on Term Key basis. The tender shall be finalized on the basis of total cost of Hybrid Solar Plant system and 5 Years Warrantee, Operation and maintenance.

5.2 NOTIFICATION OF AWARD

Prior to the expiry of validity period of offer, Wellington Cantonment Board will notify the successful tenderer by registered Letter/Email that his tender has been accepted.

5.3 AWARD OF WORK CONTRACT

Before placement of supply orders, an agreement shall be signed between Wellington Cantonment Board and the lowest successful tenderer. Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.

5.4 RIGHT TO VARY QUANTITIES

The Chief Executive Officer may increase or decrease the quantity mentioned in the tender notice at the time of award of contract and to split the work among various tenderers without any change in price or other terms and conditions & without assigning any reason thereof.

5.5 RIGHT TO ACCEPT/REJECT ANY OR ALL TENDERS.

- (a) The Chief Executive Officer reserves all the rights to reject any or all the tenders, accept any tender in total or in part.
- (b) The reserves the rights to open or reject the technical bid and financial bid with or without assigning any reasons

5.6 EXPENSES OF AGREEMENT

The respective suppliers shall pay all the expenses of stamp duties and other requirements for signing the agreement with Wellington Cantonment Board.

5.7 . ISSUANCE OF WORK ORDER:

The issuance of the work order shall be subject to the availability of funds. The Chief Executive Officer reserves the right to defer, modify, or cancel the issue of the work order without assigning any reason, in case of non-availability of funds or administrative reasons.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the deed of contract unless the context otherwise requires:-

- 1.1 Wellington Cantonment Board shall mean The CEO/CE or his representative of 'Wellington Cantonment Board, also include its successors in interest and assignees. The Contractor shall mean the Firm/ Person (whose tender has been accepted by Wellington Cantonment Board) and shall include his legal representatives, successor in interest and assignees
- 1.2 The contract shall be for Supply, Erection & Commissioning of Hybrid Solar Plant on the buildings of Wellington Cantonment Board including 5 years Warrantee, Operation & Maintenance and shall be valid till the completion of all related works.
- 1.3 The contractor shall be deemed to have carefully examined all the papers, drawings etc. attach to the contract deed. If he shall have any doubt as the meaning of any portion or any condition(s) /specifications etc.
- 1.4 **The Contractor should clarify any ambiguity and discrepancy related to the work and tender before submitting the tender document in writing. No representation in this regard shall be entertained after completion of tender formalities.**
- 1.5 **For any clarifications or additional information regarding this tender, the bidders may approach the Wellington Cantonment Board Office on all working days during office hours.**

2 COMPLETION PERIOD

- 2.1 The completion period of the entire work shall be three months after issue of work order. The work shall have to be completed within time and shall be binding on the contractor. In case of any urgency, the contractor may be asked to complete the work even earlier and contractor will be bound to fulfill the requirements.
- 2.2 In case the contractor fails to execute the said work or related obligations within stipulated time, Wellington Cantonment Board will be at liberty to get the work executed from the open market at the risk and cost of the contractor, without calling any tender and without any notice to the contractor. Any additional cost incurred by Wellington Cantonment Board during such execution of the work shall be recovered from the contractor.
- 2.3 If the cost of executing the work as aforesaid shall exceed the balance payments due to the contractor and the contractor fails to make good the 'additional cost', CEO may recover it from the contractor's pending claims against any work in Wellington Cantonment Board or in any other lawful manner. All risks & responsibilities related to the execution of the said work and fulfillment of related obligations directly or indirectly connected with the performance of the contract shall be the sole responsibility of contractor.
- 2.4 The calculation of aforesaid 'additional cost' will be finalized by the CEO at its sole discretion. The contractor shall have no right to challenge the mode or amount relating to calculation at any forum. For completion of the work through any⁵ other agency, in case some changes are required in terms and conditions of the contract; the contractor shall not have any right to challenge the decision of the CEO.

3 LIQUIDATE DAMAGES

If the contractor fails to perform the work within the time periods specified in the work orders or within the extended time period if any, CEO shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the un-performed work/ services for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached, Wellington Cantonment Board may consider termination of the contract.

4 PERFORMANCE SECURITY

The amount of the performance security as mentioned in the 'Payment Terms' shall be forfeited in case of breach of any term or condition by the contractor. If required, the other balance payments may also be forfeited, depending on the liabilities on the part of the contractor.

5 FORCE MAJEURE

Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to force majeure circumstances.

For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by the Chief Project Officer of Wellington Cantonment Board & his decision shall be final and binding on the contractor and all other concerned.

If a force majeure situation arises, the contractor shall notify Wellington Cantonment Board in writing promptly (at the most within 10 days from the date such situation arises). After examining the cases Wellington Cantonment Board shall decide and grant suitable addition time for the completion of the work.

For other justified cases also, not covered under force majeure conditions, Wellington Cantonment Board may consider the request of contractor and additional time for completion of work may be granted

6 QUALITY, WARRANTEE/ GUARANTEE AND ANNUAL MAINTENANCE

The contractor shall warrant the Hybrid Solar Plant as per applicable standards of quality. Anything to be furnished shall be new, free from all defects and faults in material and workmanship. The manufacture shall be in accordance with the specified technical parameters and should be of the highest grade and consistent with established and generally accepted standards for material. It shall be in full conformity with the drawing or samples if any and shall operate properly if operable.

After installation of the Hybrid Solar Plant at site, the contractor shall ensure satisfactory performance of the equipments for a period of time as specified in the scope of work. The contractor shall rectify defects developed in the Systems within Warrantee/Guarantee/AMC period promptly. In case the contractor does not rectify the defects within 3 days of the receipt of complaint, Wellington Cantonment Board may restore the System in working condition on contractor's Security deposit.

Frequent and unjustified delays in rectifying defects may lead to cancellation of the contract, recovery of losses and imposing of additional penalty. In such circumstance WCB shall have the full liberty to recover the losses/penalty from the contractor pending claims, security deposit or in other lawful manner. The amount of losses/penalty shall be decided by the CEO and will be binding on the contractor.

7 STANDARDS

The goods supplied and works executed under this contract shall confirm to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Specification shall be applicable.

8 INSPECTION AND TESTS

- 8.3 Wellington Cantonment Board or its duly authorized representatives shall have the right to inspect and /or to test the goods to confirm their quality according to the contract and shall have access to the contractor's works premises and the power to inspect and examine the materials and workmanship of the Hybrid Solar Plant at all reasonable times during their manufacture.
- 8.4 The contractor shall inform Wellington Cantonment Board through a written notice regarding any material being ready for testing at least 7 days in advance. The conditions of contract and/or the technical specifications shall specify what inspections and tests shall be conducted by Wellington Cantonment Board . All the arrangements of necessary equipments and expenses for such tests shall be on the contractor's account excluding the expenses of the inspector.
- 8.5 The WCB's Inspector, unless the witnessing of the tests is virtually waived off, will inspect and attend such test within 7 days from the date on which the equipments are notified as being ready for test /inspection. MNRE officer may also be present at the time of such testing.
- 8.6 The WCB shall within 7 days, give written notice to the contractor, about any objection regarding the quality of the system. The contractor shall either make the necessary modifications to remove the cause of such objection or shall clarify the objections in writing within 3 days if modifications are not necessary to comply with the contract.
- 8.7 After satisfactory testing of the systems during inspection, Cantonment Engineer shall issue of dispatch clearance for the supply of material at site.
- 8.8 The inspection by Wellington Cantonment Board and issue of dispatch instruction there on shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed and specified quality. Nothing in clause 8 shall in any way relieve the contractor from any Warrantee/ Guarantee or other obligations under this contract.

9 SPARE PARTS

The contractor shall make arrangement to maintain a sufficient stock of essential spares and consumable spare parts to ensure proper maintenance of the system promptly.

10 PACKING FORWARDING

- 10.3 Contractors, wherever applicable shall properly pack and crate all materials in such a manner as to protect them from deterioration and damage during transportation. The contractor shall be responsible for all damage due to improper packing.

- 10.4 The contractor shall inform the project office of the Wellington Cantonment Board regarding the probable date of each shipment of materials from his works.

11 TRANSPORTATION

The contractor is required to deliver the goods at various locations as defined in the scope of work.

12 DEMURRAGE/ WHARF AGE, ETC

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be on the account of the contractor.

13 INSURANCE

- 13.3 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition; transportation and the expenses shall be borne by the contractor.
- 13.4 The contractor shall arrange security & storage of their materials to avoid any theft or losses during execution of work. WCB will, in no case, shall be responsible for providing any security/storage for the materials & equipments lying at site during execution of work. Under the contract contractor shall be responsible for any loss or damage until the systems/ supplies are taken over.

14 LIABILITY FOR ACCIDENTS AND DAMAGES

During the Warrantee/ Guarantee period, the contractor shall assume all responsibilities for direct damages covering all type of accident, injury or property damage caused by manufacturing defects or faulty installation on the systems.

15 DUTIES AND TAXES

The rates/ prices mentioned in the price-schedule include all applicable taxes, duties & surcharges. No additional payments shall be made by Wellington Cantonment Board on this account except IT, GST, LWF, Third Party Inspection

16 PATENT RIGHT AND ROYALTIES:

The contractor shall indemnify Wellington Cantonment Board against all third party claims of infringement of patent, royalties, trademark or industrial design rights arising from use of the goods supplied/ installed by the contractor or any part thereof.

17 RIGHT TO VARY QUANTITIES

The CEO reserves all the rights to increase or decrease the quantity of goods mentioned in the contract, at the time of placement of orders without any change in price or other terms and conditions.

18 LOCAL CONDITIONS

- 18.3 It will be imperative on contractor to have full information of all local conditions and factors which may have any effect on the execution of the works. The contractor shall be deemed to have collected all the relevant information regarding the proposed place of works/ site, its local environment, approach road and connectivity etc. and be well acquainted with actual working and other prevailing conditions.

- 18.4 If required, the contractor should pre-visit the site before starting the work. Wellington Cantonment Board shall not entertain any request of contractor for clarifications related to such local conditions and shall bear no responsibility in this regard.

19 TOOLS & TACKLES

The contractor shall provide all necessary tools & tackles for proper execution of work and operation/ maintenance of systems after installation. Wellington Cantonment Board shall in no way, responsible for supply of any tools & tackles.

20 TERMINATION FOR DEFAULT

The CEO without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole or in part:

- 21.1 If the contractor fails to deliver the Services within the allocated time period(s).
- 21.2 If the contractor fails to perform any other obligation(s) under the contract. However in the event of termination of the contract in part, the contractor shall continue performance of the contract to the extent not terminated.

21 TERMINATION FOR INSOLVENCY

The CEO may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor if he becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Wellington Cantonment Board .

22 TERMINATION FOR CONVENIENCE

The WCB may vide a written notice sent to the supplier; terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of Wellington Cantonment Board .

23 COMPLETION OF WORK

On completion of the work, the contractor shall submit 5 sets of "As Executed Report" to Wellington Cantonment Board which will include photographs, drawings and as executed reports of various systems containing details of installation from the point of view of future maintenance of the installed systems. This report must also contain all Technical Details, Detailed Circuit Diagram of the Electronic/ Electrical components of all the system.

24 OTHERS CONDITIONS

- 24.3 The contractor shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of Wellington Cantonment Board in writing.

- 24.4 The WCB may at any time either stop the work all together or reduce or cut it down by sending notice in writing to the contractor. If the work is stopped all together, the contractor will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the

date on which such notice is received by him. The decision of Wellington Cantonment Board regarding assessment of such expenses shall be final and binding on the contractor. If the work is cut down, the contractor will not be paid any compensation what to ever for the loss of profit which he might have made if he had been allowed to complete all the work awarded to him.

- 24.5 Fulfillment of various requirements, not particularly mentioned in the specifications or drawings but necessary for satisfactory and proper completion of the work shall be the contractor's responsibility within the prices offered by him. But additional works beyond the scope and essence of this contract shall be carried out by the contractor as extra items. For such works the rates shall be decided by the CEO and shall be binding on the contractor.
- 24.6 Work carried out without the CEO's approval shall not be accepted and the CEO shall have rights to get it removed and to recover the cost so incurred from the contractor.
- 24.7 The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of the CEO.
- 24.8 The contractor shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- 24.9 Wellington Cantonment Board will not be bound by any Power of Attorney granted/ issued by the contractor or by any change in the composition of the firm made during or subsequent to the execution of the contract. However recognition to such Power of Attorney and change (if any) may be given by Wellington Cantonment Board after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

25 STATUTORY ACTS

- 25.3 All legal formalities/clearances are to be obtained by the contractor regarding the execution of the said work.
- 25.4 In respect of all labours directly or indirectly employed on the work by the contractor, the contractor shall comply with all the provisions of hiring the contract labours and rules of State/ Central Government or any other authority framed from time to time. The rules and other statutory obligations in this regard will be deemed to be the part of this contract.
- 25.5 The contractor shall comply with the all the Acts & rules and regulations, laws and by- laws framed by State/ Central Government/ Organization in whose premises the work has to be done. Wellington Cantonment Board shall have no liabilities in this regard.

26 APPLICABLE LAW

The contract shall only be interpreted under Indian laws. The station of Wellington Cantonment Board Headquarter Wellington shall have exclusive jurisdiction in all matters arising under this contract.

27 RESOLUTION OF DISPUTES /ARBITRATION

- 27.3 The purchaser and the supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the contract, amicably by direct informal negotiation.
- 27.4 If after thirty (30) days from the commencement of such informal negotiations, the purchasers and the supplier are unable to resolve a contract dispute amicably; the matter may be referred in writing by either party to the sole arbitration of the CEO- WCB or to a person nominated by him.

- 27.5 Subject to aforesaid, the arbitration and conciliation Act 1996 and rules made thereafter or any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings. Under this cause, the 'Award' given by the Arbitrator shall be binding on all the parties. The contractor shall not have right to challenge the Award.
- 27.6 Work under the contract shall if reasonably possible, continue during the arbitration proceedings and dues if any, payable by Wellington Cantonment Board to the contractor with respect to the work not in dispute shall not ordinarily be withheld on account of such proceedings unless it becomes necessary to withhold the same.
- 27.7 The proceedings, if any, in relation to the arbitration referred to above, shall be held by the arbitrator aforesaid at Wellington and courts at The Nilgiris shall have jurisdiction to entertain and decide the matter involved.
- 27.8 No decision given by the officer in charge of the work under this contract, in accordance with the forgoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute of difference referred to the arbitrator as aforesaid.
- 27.9 In case during the Arbitration proceedings the appointed Arbitrator becomes unable, due to any reason whatsoever, to continue with the proceedings or making of Award; it will be prerogative of CEO to nominate any other person as sole Arbitrator instead thereof. The contractor shall not raise any objection to such appointment having been made by CEO.

28 NOTICES

Any notice to be given by one party to the other, pursuant to the contract shall be sent in writing. A notice shall be effective when delivered or from the effective date mentioned in the notice, whichever is later.

Notices, statements and other communications sent by Wellington Cantonment Board to the contractor at his specified addresses through registered post/ email shall be deemed to be delivered to the contractor.

29 APPLICATION

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

Note

1. No price escalation due to any reason (including any change in the applicable taxes, duties, surcharge etc.) shall be considered by WCB during the validity/ extended validity of the contract agreement

PART-4

GENERAL TECHNICAL SPECIFICATIONS

Sl No	Particular	Requirement
1.	Solar Module	Saatvik/Loom/Vikram 10kwp*4 Nos Type Topcon Module
2.	Inverter	Deye 10KW-48V 3PH*4nos Hybrid Solar Inverter
3.	DC Distribution box	2 IN 2 OUT-500V
4.	AC Distribution box	1 IN 1 OUT Single Phase
5.	Mounting structure	Customized Galvanized Iron Structure WITH CIVIL WORK
6.	Lithium Battery	Deye SE-G5.3LV LiFePO4 Battery Unit (Rack Mount)
7.	Battery box	BATTERY BOX with DC MCCB
8.	Cabling	Dc cable-6sqmm AC Cable-6Sqmm Earth Cable-16Sqmm
9.	Lighting Arrestor	Conventional Lightning Arrestor
10.	Earthing	Chemical Earthing With 2mtr Copper Rod
11.	Accessories	Bolt, Nuts, & Fixtures

Terms & Conditions

1. Each system is designed with 10KWh battery and 90% of the rated capacity can be used when in full charge, each solar power plant produce 40+ units daily.
2. Export option is turned off for the Hybrid System.
3. AC Input should also be supplied to the system.AC

Wiring will be done for 10kw load only per system Above 10 kw load the inverter trips on its own.

Manufacturer Warranty:

Solar Module: 30 Years of Linear Power Warranty

Solar Inverter & Battery: 10 Years

Consumables like Fuses, Switches will not cover under Warranty

OPERATION MANUAL

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided. The detailed diagram of wiring and connection diagrams should also be provided with the manual.

OTHER FEATURES

Only indigenously manufactured Hybrid Solar Plant which fully conform to the MNRE specifications shall be procured. All the technical & other requirements as per provisions under JNNSM of MNRE must be fulfilled. Use of imported Hybrid Solar Plant is not permitted.

Details of Load to be Connected

The details of the load to be connected to the system can be taken from a site visit by the tenderer. WCB cannot be held responsible for any change in load pattern. Tenderers who submit their tenders without prior site visit will be deemed invalid.

The provision of necessary frame structure/ battery racks etc. for installation of the system must be made according to the availability of space and requirement at site. Bidders are advised to visit the sites before submitting the tender.

SCOPE OF WORK

Scope of works shall include:

- A. All works required for proper installation of Roof Top Hybrid Solar Plant including necessary civil and welding works for mounting structures of solar module, shall be done by the contractor. The entire work shall be performed on turnkey basis. All the works related to the proper installation and functioning of the system shall have to be carried out by the contractor in the prices offered by him.
- B. The generated electricity from the Power Plant will be utilized in place of grid power. Necessary electric cable/connection shall be supplied/made by the bidder as per the requirement at site
- C. All the wiring required to energize the proposed load shall have to be done by the contractor including supply of all required materials. The wiring shall have to be done in conduits.
- D. All necessary electrical wiring from existing electrical distribution box up to PCU of Hybrid Solar Plant and back from PCU to distribution box shall have to be done by the contractor including supply of all required materials.
- E. Necessary arrangements for storage of batteries of Hybrid Solar Plant as per requirement for their proper protection shall have to be done by the contractor. Appropriate Cabinets

for battery banks, with the provision of racks for batteries should also be done. If required, battery room of the adequate size with proper ventilation shall have to be prepared according to the direction of engineer in charge at site.

- F. After completion of the proposed works, clearances of all temporary works/ materials shall be the sole responsibility of the contractor and this shall be removed immediate after the requirement of such temporary work is completed.
- G. General Aesthetics& cleanliness in regard to the installation of various systems shall have to be maintained in accordance with the aesthetics of the site.
- H. Arrangement of proper earthing mechanism and lightening arresters should be done at site as per the requirements of the Solar Power plant.
- I. The contractor shall supply/ install the necessary tools/instruments required for proper operation of the plant.
- J. Supply and Installation of Display board of 6' X 4' size showing all technical information of SPV plant shall be done by the contractor. The matter written on these boards shall be finalized with Wellington Cantonment Board.
- K. The complete Hybrid Solar Plant shall be warranted and maintained by the contractor against any manufacturing/ design/ installation defects for a minimum period of 5 years from the date of installation.
- L. Warrantee, operation and Maintenance period will include rectification /replacement of all the defective and consumable components/items including batteries. However all the non functional parts/ materials/ items replaced during the Warrantee, operation and Maintenance period shall be the property of the contractor.
- M. After commissioning of the plant, the contractor will conduct one on-site training of the purchaser's/user's personnel regarding assembly, start-up, operation, maintenance and repairs of the Hybrid Solar Plant.
- N. During 5 year's Warrantee, operation & maintenance period, the contractor will have to make all necessary arrangements including placement of required manpower at site for satisfactory operation, maintenance and performance of the Power Plant.
- O. Rectification of all the defects developed in the Hybrid Solar Plant during Warrantee, operation and Maintenance period shall have to be done by the contractor promptly, at the most within 7 days from the date of receipt of compliant.

UNDERTAKING (to be submitted by the Bidder along with Integrity Pact)

Date:

To,

Chief Executive Officer
Cantonment Board
Wellington

**SUB:- SUPPLY, ERECTION & COMMISSIONING AND AMC OF
ROOF TOP HYBRID SOLAR PLANT (126 KW) WITH BATTERY
BACKUP ON THE BUILDINGS OF WELLINGTON CANTONMENT
BOARD AND AMC FOR 5 YEARS.**

- We (The Bidder/Contractor) confirm acceptance and compliance with the Integrity Pact in letter and spirit.
- We (The Bidder/Contractor) confirm that the Integrity Pact is signed without any variation (or) modification.
- We (The Bidder/Contractor) agree that the Integrity Pact is deemed as part of NIT/Contract and we are bound by its provisions for the entire Pact duration as per section 9 of the enclosed Integrity Pact format.
- In case, if we (The Bidder/Contractor) fails to honour the above conditions, Chief Executive Officer, Cantonment Board Wellington shall have absolute right to take action as per Section 3 of the enclosed Integrity Pact format.

Yours faithfully,

(BIDDER)

Cantonment Board Wellington

(Should be typed in Non-Judicial stamp paper with a value of Rs.100 or above)

INTEGRITY PACT

Between

Cantonment Board Wellington hereinafter referred to as **“The Principal”**.

and

.....hereinafter referred to as **“The Bidder /Contractor”**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Hiring Supply, Erection & Commissioning and AMC of Roof Top Hybrid Solar Plant (126 kw) with battery backup on the Buildings of Wellington Cantonment Board and AMC for 5 years at wellington cantonment.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC act, or if there be a substantive suspicion in this

regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

- (3) In case of any such preceding misconduct on the part of officials is reported by the Bidder to the Principal/Owner willful and Verifiable facts and the same is prima facie found to be correct by the Principal / Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/ Owner and such a person shall be debarred from further dealing related to the tender/contract process. In such a case while an inquiry is being conducted by the Principal/Owner the tender process/proceedings under the contract would not be stalled.

Section 2 – Commitments of the Bidders(s)/Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal'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 any advantage of any kind whatever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission of non-cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is enclosed as Annexure-'A'.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter of IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- (4) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per **Guidelines for Handling of Complaints** in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be constructed as a violation of Integrity Pact.

Section 3 – Company Code of Conduct

Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the country.

Section 4 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per “Guidelines on Debarment of firms from Bidding” issued by Procurement Policy Division, Ministry of Finance, Department of Expenditure, Government of India from time to time (current OM date 02.11.2021 as Annexure-‘B’).

Section 5 – Sanction for Violation

Any breach of the aforesaid provisions by the Bidder or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal/Owner to take all or anyone of the following actions, wherever requires:-

- (i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (ii) Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.

- (iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal/Owner, in case contract is not awarded to the Bidder and the Principal/Owner shall not be required to assign any reason therefore. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal/Owner shall be deducted from any amount held with the Department/ any payment due.
 - (iv) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.
 - (v) To encash the Performance Security furnished by the Bidder.
 - (vi) To cancel all or any other contract(s) with the Bidder.
 - (vii) To temporarily suspend or temporarily debar/permanently debar the Bidder as per the extant policy.
 - (viii) If adequate amount is not available in the present tender/contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from Principal/Owner in connection with any other contract for any other works/services.
 - (ix) If the Bidder or any employees of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal/Owner, or alternatively if any close relative of an officer of the Principal/Owner has financial interest/stake in the Bidder's firm, the same shall be the interest involved shall entitle the Principal/Owner to debar the Bidder from the bid process or rescind the contract without payment or any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competent Court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Owner and if he does so, the Principal/Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.
- (2) The decision of the Principal/Owner to the effect that a breach of the provision of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the Independent External Monitor(s) (IEMs) appointed for the purposes of this Pact.

Section 6 – Compensation for Damage (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 7 – Previous transgression

- (1) The Bidder declares that to previous transgressions occurred in the last three years with any other company in any country conforming to the anticorruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or and if already awarded, same can be terminated for such reason.

Section 8 – Equal treatment of all Bidder/Contractors/Subcontractors

- (1) In case of sub-contracting the Principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.
- (2) The Principal will enter into agreements with identical conditions as this on with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 9 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder.

Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 10 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for the Pact after approval by Central Vigilance Commission. The task of the Monitor is to review Independently and objectively, whether and to what extent the parties comply with obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access

to all Contract documents whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the DGDE.

- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform DGDE and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient Information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the action. The monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the DGDE within 4 to 6 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the DGDE, a substantiated suspicion of an offence under relevant IPC/PC Act, and the DGDE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The Word 'Monitor' would include both singular and plural.

Section 11 – Pact Duration

- (1) This pact begins when both parties have legally signed it. It expires for the Contractor after the last payment under the contract, or till defect liability period and for all other Bidder after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future dealings.
- (2) If any claim is made/lodged after expiry of this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is

discharged/determined by DGDE.

Section 12 – Dispute Settlement Mechanism

- (1) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
- (2) In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.
- (3) The fees for such meeting shall be same as fee payable to IEMs otherwise and in addition to the fees for the regular meeting of IEMs, to be held otherwise and over and above the ceiling of Rs. 3,00,000/- annually, to be calculated as per calendar year. The travel and stay arrangement for such meeting shall be equal to that of Independent Board Member of the organization concerned. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Section 13 – Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 14 – Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

Section 15 – Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Section 16 – Signing of Integrity Pact on behalf of Bidder

- (a) Proprietorship concern – The Integrity Pact must be signed by the proprietor or by an authorised signatory.
- (b) Partnership firm – The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (c) Limited Liability firm – The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partner.

- (d) Private Limited/Limited Company – The Integrity Pact must be signed by a representative duly authorized by Board resolution.
- (e) Joint Venture – The Integrity Pact must be signed by all partners and members to Joint Venture or by one or more partner holding power of attorney signed by all partners and members to the Joint Venture.

Section 17 – Other provisions

- (1) 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.
- (2) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (3) Changes and Supplements as well as termination notices need to be made in writing.

Sections 18 – Independent Monitors

The MoD in consultation with the Central Vigilance Commission (CVC) has appointed the following Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact for DGDE:-

a)

b)

Sd/-
Chief Executive Officer
Cantonment Board
Wellington
Place:- The Nilgiris – 643 231
Dated:-

(For & behalf of Bidder/Contractor)
(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)