

**Tender No. IFCI/CPD-Estates/E-Tender/2019-20/01**

**Dated: 12/04/2019**

**TENDER DOCUMENT**

**FOR**

**Comprehensive Contract for  
Operation and Maintenance (O&M) of  
External Facade Lighting Systems installed  
at IFCI Tower,  
61 Nehru Place, New Delhi.**

**Deputy General Manager (CPD)  
IFCI Limited  
IFCI Tower  
61 Nehru Place  
New Delhi-110 019**

**To be submitted before 06/05/2019 by 11:00 AM**

**IFCI LIMITED  
Regd. Office: IFCI Tower, 61 Nehru Place, New Delhi-110019  
Website: [www.ifcilttd.com](http://www.ifcilttd.com)  
Telephone- 011-26487444/41732000**

## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Vendor on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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## Chapter-I

### Introduction

#### Background

The Industrial Finance Corporation of India (IFCI) was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector.

IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business/industry segment to another. IFCI customizes the product-mix to maximize customer satisfaction. Its domain knowledge and innovativeness make the product-mix a key differentiator for building, enduring and sustaining relationship with the borrowers.

#### Invitation for Tender Offers

IFCI invites online tender offers (Technical bid and Commercial bid) from eligible, reputed prospective bidders for All-inclusive Comprehensive Contract for Operation and Maintenance (O&M) of External Façade Lightning Installed at IFCI Tower, 61 Nehru Place, New Delhi.

Prospective bidders are advised to check the prequalification criteria before applying for bids. IFCI invites vendors (hereinafter referred as Bidders) to provide services as outlined in section "Scope of Work".

The contract will be initially for a period of **Two years** with a provision of one-year extension, subject to satisfactory evaluation of annual performance of service provider by IFCI, before end of second year contract.

#### Key Events and Dates

Tender Notice No	IFCI/CP-Estates/Tender/2019-20/01
Bid Security / EMD	Rs.1,00,000/- (Rupees One Lakh only)
Date of Issue	12/04/2019
Last date for seeking clarifications, if any	03/05/2019, 11:00 AM
Date of Pre-Bid Meeting with the bidder	29/04/2019, 11:30 AM
Last date and time of submission of (Technical & Commercial)	06/05/2019, 11:00 AM
Tender Document	The details can be downloaded from the IFCI websites <a href="http://www.ifcilttd.com">www.ifcilttd.com</a>



## Chapter- II

### Scope of Work

- a) The bidder shall provide comprehensive maintenance services to keep all the lighting system/ LED lights/equipment/systems/software in good working order/condition and without disruptions. The service will comprise preventive/corrective maintenance and also on call basis, in case of breakdown etc. The service will include carrying out of the necessary repair/maintenance, preventive, replacement of consumables like- lights/ bulbs/ Lamps/ LED lights/ fixtures /plastic cover/chocks/electronic PCB/ Ballast /OFC cable /exhaust fan/ MCB's /contactors /Timers /MCCBs/indication lamp/Color mirrors /driver boards/ shutter/electric motor/LED strips/ UPS/ Battery /cables /Computer /DMX controller /parts/equipment/ accessories/software etc. free of cost. All spares/consumables etc. must be of standard make and conforming to ISI/BIS specifications.
- b) IFCI may ask the contractor to carry out any specific work/ installation of additional equipment's /accessories /up-gradation /modernization /replacement, as per requirement, which is not covered under the contract, on competitive prevailing market rates after taking prior approval from IFCI. Payment will be made separately on submission of bills for the said work.
- c) IFCI at its discretion can ask the contractor to conduct third party inspection at the end of each year of the contract of the equipment maintained by the contractor during the period of the contract. Contractor will be responsible for carry out third party inspection by the vendor/agency/firm of the similar type. The contractor has to submit name of at least 2 firm/Vendor for third party inspection upon submission of which IFCI will decide the name of final vendor for third party inspection. The cost of third party inspection shall be borne by Contractor.
- d) Since the work is of specialized nature, the contractor shall employ well-experienced suitable technical staff for the 5 working days at least 2 hrs per day. If necessary, bidders have to ensure that suitable technical staff shall also visit for Saturday and Sunday as and when required without any extra payment.
- e) The bidders should have sufficient arrangement for the said system with OEM (Original Equipment Manufacturer) for timely supply of required parts/equipments etc.
- f) The bidder shall ensure that the reported fault/support request is attended to promptly and in any case within 8 hours from the reporting time. If any of the light/equipment/ machine/system is not repaired within the above period, a standby light/LED light/system/machine shall be provided immediately. In case any of the systems is non- repairable, then equivalent model of same make will be given as replacement without any additional cost.
- g) The vendor during the Contract shall be responsible to maintain the complete external Facade lighting /equipment/software in good working condition by maintaining minimum uptime of 95%, which would be calculated for each individual system, which form part of the overall system of the building. The uptime would be calculated on monthly basis and proportionate deductions would be made from the

payment to be made to the contractor for the correspondence quarter for which an uptime of 95% could not be maintained. The deduction would be as follows:-

S No.	Uptime	Deductions
1	95 – 100%	No deduction
2	80 – 95%	10% of the total value of the Quarterly bill
3	70 – 80%	20% of the total value of the Quarterly bill
4	Below 70%	30% of the total value of the Quarterly bill

- h) Bidder shall also arrange visit of its expert technician/engineer at our site on regular basis (during the contract period) to have update about the functioning of the entire Facade lighting systems and take corrective measures for immediate rectification.
- i) IFCI would give the bidder full access to the equipment's to enable to provide maintenance/support services.
- j) In case any of the items is required to be taken away for repair, the same shall be subject to the prior written permission of IFCI.
- k) The bidder will maintain an inventory of critical spare lights/LED/parts etc. for the purpose of corrective and preventive maintenance.
- l) In case of any damage to IFCI's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to IFCI as may be advised by IFCI. The contractor shall also take full responsibility and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his workers.
- m) The contractor has to maintain sufficient inventory of frequently required consumables at site. No complaints in regard to faulty LED/tube lights/ other accessories etc. should remain pending for more than 2 day. Make of consumable item shall be reputed make after due approval of IFCI
- n) All systems/equipments would be operated as per mutually agreed programmes. The contractor should maintain proper entry and upkeep of relevant log books/registers as per statutory obligations in physical and shall also maintain complaints register, and work done/carried out reports to the satisfaction of IFCI. The same can also be maintained in soft (CD format).
- o) Routine Preventive Maintenance Schedule: The Contractor would also prepare a Preventive Maintenance Schedule of all the systems in compliance with the manufacturers' recommendations and consultation with officer-in-charge of IFCI. The contractor shall also maintain Plant & Machinery history card giving full details of equipment and frequency of check and overhaul.
- p) Any others servicing which are not covered but necessary for smooth and trouble free working of entire system(s) are also included in the scope of work.
- q) The contractor shall ensure that the reported fault/support request is attended to promptly and in any case within 8 hours from the reporting time and rectification

thereof immediately. If the equipment is not repaired within the above period, standby equipment shall be provided.

- r) All the systems/Equipment would be operated and maintained by the selected contractor. Due to any wrong operation or improper maintenance of any equipment, if any breakdowns occur in the system(s) or damage to the machinery(ies), the contractor has to repair/replace the damage equipment(s) for smooth operation of the systems.
- s) After completion of the said contract period, it will be the responsibility of the contractor to depute his existing operational team at least 07 days and depute at least one representative for a minimum period of 30 days to explain about the installed equipment(s)/system(s) to the new contractor/agency.
- t) IFCI may up-grade/replacement of conventional façade light to LED Light installed in Boundary wall (12 Lights) and Refuse Areas (09 Lights) in IFCI Tower or any other lights. Accordingly, the appropriate amount would be reduced from the contract value.
- u) The Comprehensive maintenance contracts includes of 12 nos. Façade Lights surroundings building and 9 nos. façade lighting is in refuge areas (5th, 10th and 15th floor) of Given make, Itlay, LED color changing Ledge Lights and static Logo displaying IFCI Tower of Osram make. The Contractor has to maintain all Façade Lights in good working conditions. However, in case, any reason what so ever, IFCI at its sole discretion, may shut down any/all façade Lights during the tenure of the contract. Accordingly, the contract amount would be reduced and payment would be made on reduced amount and contractor should not have any objection to such deeds.
- v) Painting of supportive structure of Poll Lights and related systems should be done once in a year or as per direction of IFCI Officials. The cost of painting (if any) shall be borne by Contractor.
- w) The contractor shall be responsible to follow Environmental (Protection) Act 1986, Environment (Protection) Rules, 1986 and maintain noise level as per standard. Further, the contractor shall be responsible to follow Hazardous waste (Management, Handling and Transboundary movement rules, 2008), take steps to handle hazardous waste management, selling/disposal of hazardous waste, maintenance of record of hazardous waste handled, packing, labelling and transport of hazardous waste ,reporting to state pollution control board in case of accident 'occurs while transportation, obtain no objection certificate from pollution control board, submit statutory/necessary compliance /annual returns/other obligations to state pollution control board on behalf of itself/IFCI. The contractor shall submit the necessary compliance certificate (as per Annexure- 3 attached).
- x) The contractor shall be responsible for disposal of batteries to dealer/ manufacturer/ registered recycler/ importer/ reconditioner or at the designated collection centers etc. as per provision under Batteries (Management and Handling) Rules, 2001 and any other applicable law. The contractor shall submit the necessary compliance certificate (as per annexure attached).



- y) **Penalty:** After completion of the contract, if the said work is awarded to another agency/firm/vendor, smooth handing over of entire system be done within 30 days in good working condition to next selected contractor. During the process of Handing Over-Taking Over, if any fault is observed by IFCI/new contractor, the same should be rectified within 30 days period of identification of the issue/defect. If the defect is not rectified within 30 days then IFCI shall be at liberty to deduct 0.5% of the contract value per week or part thereof delay up-to a maximum of further 2 months from contractor running /pending bills/security deposit. Thereafter, IFCI shall be free to get the work done through another agency/firm and payment shall be recovered from contractor balance payments/security deposit and contractor will have no objection to such deeds.

**z) Other Conditions**

1. The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.
2. **Manpower:** The contractor shall deploy at least one no. technician manpower (estimated in the financial bid) to the satisfaction of IFCI. Duty allocation and Roaster control shall be the contractor's responsibility. No overtime shall be payable by IFCI for any reason whatsoever. The contractor shall comply with provisions of all the Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act and all other laws as applicable from time to time
3. **Shut Downs:** No routine shut down shall be permitted during office hours. The contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of IFCI.
4. The contractor shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to in minimum agreed time, as per industry norms/practice, failing which, IFCI will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills.
5. The contractor shall supply and maintain all spare parts/materials/consumables that may be required for maintenance of all the systems, free of costs and/or overhead/labour charges during the tenure of the contract. All routine, preventive maintenance, overhauling, breakdown maintenance etc. are included in the scope of work.
6. The Contractor shall maintain the following records and log books during the contract period:-
  - (a) The Schedule of preventive maintenance for all equipment will be prepared in advance by you, in consultation with officer-in-charge of IFCI. Necessary records of the services\work carried out will be maintained and

the same has to be countersigned by the officer-in-charge of IFCI whenever asked by IFCI.

- 7.** The contractor shall keep proper upkeep of all areas under the contract.
- 8.** This being a pure works contract, the personnel engaged by the contractor and deployed by him at IFCI premises will be in no way be deemed as working under employment of IFCI and there shall not exist any employer-employee relationship between IFCI and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with IFCI either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labor Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labor Laws/regulations and IFCI will have no responsibility, whatsoever.
- 9.** Thorough checking of employees of the contractor during entry/exit would be done by security staff of IFCI.
- 10.** The employees of the contractor will work strictly under the direction and administrative control of the contractor's Manager/Supervisor/Site Engineer. However, the contractor's supervisory staff will have to execute the work through their employees according to the requirement, need and/ instructions of the designated officers of IFCI.
- 11.** The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
- 12.** In case of any damage to IFCI's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to IFCI as may be advised by IFCI. The contractor shall also take full responsibility and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his workers.
- 13.** IFCI will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by IFCI in this regard.
- 14.** The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.

- 15. Performance Indicator/Uptime:** The contractor would maintain an uptime of 95% of all the systems under contract, which would be calculated floor wise for each individual system, which form part of the overall system of the building. The uptime would be calculated on monthly basis and proportionate deductions would be made from the payment to be made to the contractor for the quarter for which an uptime of 95% could not be maintained. The deduction would be as follows:-

S No.	Uptime	Deductions
1	95 – 100%	No deduction
2	80 – 95%	10% of the total value of the Quarterly bill
3	70 – 80%	20% of the total value of the Quarterly bill
4	Below 70%	30% of the total value of the Quarterly bill
Note:	(1) No complaints in regard to systems etc. should remain pending for more than 1 day, however these need to be attended immediately without loss of time.	
	(2) Non-availability of spares/any other reasons shall not be acceptable under any circumstances and will attract penalty, as applicable.	

**DETAILS OF FACADE LIGHTING SYSTEM AT IFCI TOWER:**

A.	Facade Lighting, Static & Cut Letters	Quantity	Maintenance Schedule
	<b>Facade Lighting:</b>		
1.	Given : Model AD3462 - EVEREST CYM MSD 900	12 Nos.	Cleaning Once in 30 days and Servicing once in 3 months.
2.	Given : Model TRIDENT CYM 150 - AD 3302	09 Nos.	To be cleaned once in a week and Servicing once in 3 months.
3.	DTS FOS 100 Full Color for Front Facade 11 Ledges	403 ft. in working conditions.	Ledge Lights Cleaning once in 60 days, servicing once in 4 months.
	<b>Static Cut Letters</b>		
4.	Cut Letters of "IFCI TOWER" OSRAM / LED Power Chain	240 pcs.	Once in 3 months complete checkup.
	<b>B. Electronic Accessories</b>		
1.	Double Door LT Distribution Board	01 Nos.	As & When Required
2.	UPS, Batteries, software complete with accessories.	01 set	As & When Required
3.	PC-DMX Stand Alone Controller-DMX Creator	01 Nos.	As & When Required
4.	Any other items/cablings etc. not covered above but part of the entire Facade lighting systems		As & When Required

**Note:** The above list of equipment is indicative only. Any equipment/device/wiring/panel etc. which is not indicated in the above list, but forms part of the overall system, shall be deemed to be included in the

scope of work. The contractor may inspect the building/premises thoroughly, before quoting for the work.

#### 4. TECHNICAL SPECIFICATION OF LIGHT FIXTURES AT IFCI TOWER

Sl. No.	Item Description (A)	Qty.	Unit
1	Surface Mounted, IP-65, CYM, DMX, Architectural Color Changer, MSD Discharge Lamp 700w, 230v, 50 Hz, 7° / 17° / 24° / combination as applicable to various surfaces.		
	<b>Make/Model: Given: Model AD3462 - EVEREST CYM MSD 900</b>	12	Nos
2	Surface Mounted, IP-65, CYM, DMX, Architectural Color Changer, CDM-SA/T Lamp 150w, 230v, 50 Hz, 38° Soft edge beam combination as applicable to surface. Average Rated Lamp Life 9000 hours. Additional Filters available for alternative Beam adjustments.		
	<b>Make / Model: Given: Model TRIDENT CYM 150 - AD 3302</b>	9	Nos.
3	PC-DMX Stand Alone controller: USB 2.0 Interface, 1024 DMX channels out, 512 DMX channels in, Stand Alone mode, Graphical Windows 98/ME/2000/XP/VISTA software First USB-DMX512 interface worldwide providing 1024 channels of stand-alone output! The easily preprogrammed show can be saved to an SD card in the interface (maximum 4 GB) 40 separate chases in Stand Alone mode, practically unlimited scene capacity. The scene capacity is not affected by the number of channels used. Stand Alone input through MIDI, PS2 or digital I/O. Plays multiple chases simultaneously at different speeds in Stand Alone mode. DMXCreator1024+ set includes DMX512-interface box, 32 MB SD-card, USB cable and DMX Creator software and panels on CD		
	<b>Make / Model: DMX Creator</b>	1	No.
4	DYNAMIC COLOR CHANGING Linear Light Cluster with Internal Power Supply & dedicated External Power Supply - Controller, Outdoor Premium High Definition Lighting Sequencer, 16 million color linear color temp. 3200° K -6500° K, LED Average Life Span 1,00,000 hours, No Infra Red effect, No U V effect. Control via any DMX lighting console. Protection Rating: IP65		
	<b>Make / Model: DTS FOS 100 Full Color</b> working condition	403	Ft.
5.	Static Logo Display Consisting of "IFCI TOWER", Power Chain (IP 65), ECG (Electronic Control Gear), 75Watt, 24VDC, Outdoor	240	Pcs.
	<b>Make / Model: OSRAM</b>		

**Note: The above list of equipment is indicative only. Any equipment/device/wiring/panel etc. which is not indicated in the above**

**list, but forms part of the overall system, shall be deemed to be included in the scope of work. The contractor may inspect the building/premises thoroughly, before quoting for the work.**

**The contractor should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.**

**16.** The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.

**17.** Manpower: The contractor shall deploy at least one no. technician manpower (estimated in the financial bid) to the satisfaction of IFCI. Duty allocation and Roaster control shall be the contractor's responsibility. No overtime shall be payable by IFCI for any reason whatsoever. The contractor shall comply with provisions of all the Labor Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labor (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act and all other laws as applicable from time to time

**18.** Shut Downs: No routine shut down shall be permitted during office hours. The contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of IFCI.

**19.** The contractor shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to in minimum agreed time, as per industry norms/practice, failing which, IFCI will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills.

**20.** The contractor shall supply and maintain all spare parts/materials/consumables that may be required for maintenance of all the systems, free of costs and/or overhead/labor charges during the tenure of the contract. All routine, preventive maintenance, overhauling, breakdown maintenance etc. are included in the scope of work.

**21.** The Contractor shall maintain the following records and log books during the contract period:-

(a) The Schedule of preventive maintenance for all equipment will be prepared in advance by you, in consultation with officer-in-charge of IFCI. Necessary records of the services/work carried out will be maintained and the same has to be countersigned by the officer-in-charge of IFCI whenever asked by IFCI.

(b) The contractor shall keep proper upkeep of all areas under the contract.

(c) IFCI will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labor Acts /Laws, viz., Payment of Wages Act,

Minimum Wages Act, Contract Labor (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labor engaged by him on the Contract Work. It is expressly understood that the manpower deployed by the contractor are not on the rolls of IFCI and no legal relationship of whatsoever subsists between IFCI and such personnel employed by the contractor.

- (d) This being a pure works contract, the personnel engaged by the contractor and deployed by him at IFCI premises will be in no way be deemed as working under employment of IFCI and there shall not exist any employer-employee relationship between IFCI and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with IFCI either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labor Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labor Laws/regulations and IFCI will have no responsibility, whatsoever.
- (e) Thorough checking of employees of the contractor during entry/exit would be done by security staff of IFCI.
- (f) The employees of the contractor will work strictly under the direction and administrative control of the contractor's Manager/Supervisor/Site Engineer. However, the contractor's supervisory staff will have to execute the work through their employees according to the requirement, need and/ instructions of the designated officers of IFCI.
- (g) The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
- (h) In case of any damage to IFCI's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to IFCI as may be advised by IFCI. The contractor shall also take full responsibility and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his workers.
- (i) IFCI will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by IFCI in this regard.

- (j) The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.

## **5. Other Technical Terms:**

- a) The contractor shall deploy adequate manpower including relievers (at least the stipulated number in tender document) of experienced and license holders/ITI qualified, wherever applicable, trained personnel (electricians/mechanics/technicians/ operators/helpers etc.) with minimum 3 years' experience in the respective areas of their duties at IFCI Tower to the satisfaction of IFCI at the site in appropriate shift duties. The services of the personnel deployed at site, shall be made available for the 5 working days at least 2hrs per day. If necessary, Bidder have to ensure that suitable technical staff shall also visit for Saturday and Sunday as and when required without any extra payment. IFCI will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and roaster control shall be the contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of IFCI. A list of the persons deployed, together with their qualification and experience shall be submitted to IFCI immediately on commencement of the contract. IFCI reserves the right to advise replacement/change the manpower deployed by the contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the contractor is reduced, the monthly charges will also be reduced proportionately. Similarly, the charges for extra deployment would be made as per the minimum wages.
- b) The contractor shall also deploy at site a qualified and experienced Site Engineer/Supervisor/technician in the relevant field having minimum 3 years experience, handled similar job in high rise buildings. The site engineer/supervisor shall be responsible for liaisoning the maintenance activities at site and liaisoning with BSES in case of breakdown follow-up etc. All break-down shall be reported to IFCI immediately and rectified without any loss of time.
- e) The rates accepted by the Competent Authority of IFCI shall remain fixed and valid for the entire period of contract except on account of variation due to revision in minimum wages through appropriate Gazette notification issued by the Government. The taxes will be paid extra as applicable at the time of billing. It may again be noted that the half yearly D.A. increases shall be borne by the contractor.
- f) **Contract Period:** The Contract will be initially for a period of Two years with a provision of one-year extension subject to evaluation of the performance of service provider by IFCI before end of second year contract. The rates for the 3<sup>rd</sup> year, if renewed, shall be the prevailing rates of the 2<sup>nd</sup> year quoted by the bidder. However, all other terms and conditions will remain unchanged. The performance of the service provider/Contractor may be evaluated every year on a continuous basis and the extension /renewal of contract will be based on performance evaluated by IFCI or third-party inspection report or both. The renewal of the Contract, if any, shall be solely on decision of IFCI.

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## Chapter III

### Instructions to Bidders

1. Bidders who wish to participate in this tender will have to register on line <https://eprocure.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (Type-II or Type-III) as per information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency etc.

Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. **The bidders are requested to read carefully the user manual available on website <https://eprocure.gov.in> before initiating the process of E-Tendering.**

- In case of any clarification/assistance Bidder may contact the Help Desk of e Procurement CPP Portal before the schedule time of Online Bid Submission.
- E-mail ID                                      Phone No.  
support-eproc@nic.in      0120-4001062
- IFCI reserves the right to change these dates with appropriate intimation to the Bidders.

2. Bidder shall submit their offers online in an electronic format both for "Technical" and "Financial bid". However, Earnest Money Deposit (EMD) as prescribed, in original should be submitted physically in the office of Deputy General Manager (CPD), IFCI Ltd., IFCI Tower, 13<sup>th</sup> Floor, 61 Nehru Place, New Delhi -110019 on all working days during working hours before the last date and time of submission of bid.

3. **On Line submission of bids:** The online bids will have to be digitally signed and submitted within the time specified on website <https://eprocure.gov.in> in the following manner:-

**a) Technical Bid: Scanned Copies to be uploaded (.pdf):-**

- i. The bidder will have to deposit EMD Rs.1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "IFCI Ltd." payable at New Delhi before opening of "Technical Bid" in the office of Dy. General Manager (CPD), IFCI Ltd., IFCI Tower, 13<sup>th</sup> Floor, 61 Nehru Place, New Delhi - 110019 and obtain a receipt thereof and bidders shall upload the scanned copy of receipt as proof of depositing EMD along with technical bid. Otherwise the bid in electronic form will not be considered.
- ii. The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats i.e. all Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by



the authorized representative along with date as token of acceptance of the terms & conditions of tender and uploaded.

b) **Financial Bid: (.xls):-** This envelope shall consist of financial format/schedules. The rates as given in the schedule shall quote in figures and the rates must be exclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

4. Proof for submitting cost of tender document and EMD are essential with technical bid otherwise bid in electronic form will not be considered.
5. Submission of more than one bid is not allowed.
6. **Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 90 (ninety) days from the last date of submission of Bid.
7. IFCI reserves the right to reject any or all the offers without assigning any reasons thereof.
8. Conditional bids would be summarily rejected.
9. **Site Inspection:** Before submission of offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
10. **Criteria for Pre-Qualification:** The bidder has to submit all the supporting documents along with application as stipulated in Annexure 2.
11. **Authorization and Attestation:**  
The bidder has to submit an authorization letter or valid Power of Attorney on behalf of company/firm for signing the document.

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## Chapter –IV

### Standard Terms and Conditions

IFCI will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. It is expressly understood that the manpower deployed by the contractor are not on the rolls of IFCI and no legal relationship of whatsoever subsists between IFCI and such personnel employed by the contractor.

### IMPORTANT INSTRUCTIONS:

a) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.

#### b) RETURN OF SECURITY DEPOSIT:

a. Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses /other amounts due to IFCI, after completion of the contract (plus) three months.

#### c) Cancellation of Contract in Full or in Part:

IFCI at its sole discretion can terminate the contract at any time during the period of contract, If the Contractor:

- i. At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the IFCI Ltd.; or
- ii. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the IFCI Ltd.; or
- iii. Fails to yearly performance evaluation of the service provider/contractor by IFCI or third party inspection report or both; or
- iv. Violates any of the terms and conditions stipulated in the agreement.

**d) ISSUE OF NOTICE:**

- i) **Service of notice on contractor:** Any notice to be given to the contractor under the terms of the contract shall be served by sending the same **by Registered Post/Speed Post/E-mail** to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to IFCI. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
- ii) **Service of notice on IFCI:** Any notice to be given to IFCI under the terms of the Contract shall be served by sending the same by post.

**e) USE OF OFFICE SPACE:**

No space belonging to IFCI shall be occupied by the contractor without written permission of IFCI.

**f) RIGHTS OF IFCI:**

- i) IFCI reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
- ii) To terminate the contract or get any part of the work done through other agency or deploy IFCI's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice period of two weeks by IFCI in the event of:-
  - 1. Contractor's continued poor progress
  - 2. Withdrawal from or abandonment of the work before completion of the work
  - 3. Contractor's inability to progress the work for completion as stipulated in the contract
  - 4. Poor quality work
  - 5. Corrupt act of Contractor
  - 6. Insolvency of the Contractor
  - 7. Persistent disregard to the instructions of IFCI
  - 8. Assignment, transfer, sub-letting of contract without IFCI's written permission
  - 9. Non fulfilment of any contractual obligations
  - 10. In the opinion of IFCI, the contractor is overbloaded and is not in a position to execute the job as per required schedule
- iii) To effect recovery from any amounts due to the contractor under this or any contract or in any other forms, the moneys IFCI is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. IFCI shall levy overheads of 5% on all such payments.

**g) RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKS ETC.:**

- i) The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The contractor shall fully indemnify IFCI against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:
- ii) The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- iii) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- iv) The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.
- v) The contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.
- vi) Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- vii) The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- viii) The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- ix) The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- x) All safety rules and codes applied by the IFCI at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of

equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

- xi) The contractor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- xii) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by IFCI/Customer. The contractor has to assist in HSE audit by IFCI/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of IFCI/Customer.
- xiii) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly signed by the contractor's representative should be furnished to IFCI site for record purpose, if so called for.
- xiv) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of IFCI.

#### **h) INSURANCE:**

- i) It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the IFCI in the area of project which are in force from time to time will have to be followed by the contractor.
- ii) If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property/manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.
- iii) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by IFCI or customer. The contractor will submit necessary documents for lodging/processing of insurance claim. IFCI will recover the loss from the contractor, in case the damage /loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to IFCI for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

#### **i) STRIKES & LOCKOUT:**

- i) The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, IFCI shall have the right to get the work executed through any other agencies and the cost so incurred by IFCI shall be deducted from the Contractor's bills/deposits. Further, IFCI reserves the right to terminate the contract in case of any strike/lockout of the contractor.

- ii) For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of IFCI.
- j) Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by IFCI and future blacklisting of the contractor.

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### **SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

1. The contractor shall deploy adequate manpower including relievers (at least the stipulated number) of experienced and qualified, wherever applicable, trained personnel (electricians/mechanics/technicians/ operators/ helpers etc.) (with minimum 3 years' experience) in the respective areas of their duties at IFCI Tower to the satisfaction of IFCI at the site in appropriate shift duties. The services of the personnel deployed at site, shall be made available for the 5 working days at least 2hrs per day. If necessary, Bidder have to ensure that suitable technical staff shall also visit for Saturday and Sunday as and when required without any extra payment. IFCI will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and roaster control shall be the contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of IFCI. A list of the persons deployed, together with their qualification and experience shall be submitted to IFCI immediately on commencement of the contract. IFCI reserves the right to advise replacement/change the manpower deployed by the contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the contractor is reduced, the monthly charges will also be reduced proportionately.
2. The contractor has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at IFCI.
3. The contractor shall also deploy at site a qualified and experienced Site Engineer/Supervisor/technician in the relevant field having minimum 3 years' experience, handled similar job in high rise buildings. The site engineer/supervisor shall be responsible for liaising the maintenance activities at site and liaising with BSES in case of breakdown follow-up etc. All break-down shall be reported to IFCI immediately and rectified without any loss of time.
4. The contractor shall maintain adequate stock of frequently required spares/ consumables for rectification works so as to ensure that the faults are rectified immediately without any downtime. It shall be the responsibility of the contractor to provide special tools, always in readiness, so that break downs are attended immediately on their occurrence.
5. IFCI reserves the right to terminate the contract without assigning any reasons whatsoever giving three months' notice to the contractor. Similarly the contractor will also have to give three months' notice in case contractor wants to discontinue the contract.

6. The rates quoted will remain firm during the currency of the Contract. IFCI shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.
7. Details of cases pending with any Court of Law, if any, status thereof, to be submitted.
8. The Contractor will have to pay at least minimum rates of wage, circulated from time to time by Govt. of Delhi under the Minimum wages Act, to the personnel deployed by him at IFCI. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labor Department.
9. The contractor shall be liable for indemnifying the IFCI from any liability on account of his employees and/or meeting any Statutory Obligations required under labor Laws of the Central/State Government(s). IFCI will therefore not assume any responsibility thereto.
10. IFCI reserves the right to reject any of the offers at technical/financial stage, if the same is not up to the expectation of IFCI.

### **Language**

The Bidder shall quote the rates in English language. All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like "subject to availability", "subject to acceptance", "to be provided later" etc. shall not be accepted.

### **Instructions**

Only enclosed formats as provided in original should be used. All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify the specific issues.

Original Tender document copy should be signed and stamped by the bidder on each page accepting the tender terms and conditions.

All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. Relevant product literature may be enclosed with the bid along with media (if any).

The bidder should comply all the Technical Specifications as a part of Technical Bid.

The equipment can be supplied by the Original Equipment Manufacturers (OEMs) or their authorized representatives / dealers / agents only directly to IFCI. The bidder shall quote the prices in INR and all duties and all taxes, levies, or charges should be quoted separately for each item/head.

All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the bidder will be acceptable. The bidders should also submit a list of their clients/customers (with complete name, address of the bidders and telephone number of the contact person therein)

including in Govt. institutions/public sectors/reputed companies with details of reference supplied by them.

Submission of the tender by a tenderer shall always be deemed to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasing of any terms and conditions is not permitted.

### **Amendment of the BID Document**

At any time prior to the date for submission of bids, IFCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

The amendments shall be posted on IFCI website, bidders should visit the website regularly.

In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the IFCI may, at its discretion, extend the deadline for the submission of bids suitably.

### **Clarification of Tender Document**

The prospective Bidders requiring any clarification regarding Tender Document may sent by e-mail @ [rfpquery@ifcilttd.com](mailto:rfpquery@ifcilttd.com) as per the schedule of dates given in the tender.

### **Validity and Evaluation**

Only one bid would be considered from one bidder. The bids should be valid for a period of at least 90 days from the date of opening of the tender. Conditional tenders shall liable to be rejected.

Canvassing in any form will be viewed seriously and if any bidder is found to be resorting to such practice, their bid shall be rejected. In case, no bid or single bid is received, the bid will get extended at the discretion of IFCI.

### **Bid Evaluation**

IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.

In order to conduct detailed examination, any time during the process of evaluation, IFCI may at its discretion ask a specific clarification/s from a bidder or all bidder's regarding their Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. The evaluation committee constituted for the purpose, may waive any informality or non-conformity or irregularity in a bid which does





- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.
- No interest or any other expenses, whatsoever in regard to EMD will be payable by IFCI.
- The Mikro Small and Medium Enterprise (MSME) units shall be exempted from submission of EMD. Bids of MSME should be accompanied by valid certification from MSME.
- Technical Bids be opened on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.
- EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. IFCI shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of Bid. IFCI reserves the right to extend the deadline for submission of bids.
- Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

### **Discharge of Bid Security / EMD**

Upon the successful signing of the agreement, IFCI shall promptly request the Bidder, to provide performance guarantee. On receipt of the performance guarantee, the bid security of all bidders will be released.

### **EMD to be forfeited:**

1. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
2. If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
3. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of IFCI regarding forfeiture of the Bid Security shall be final and binding upon bidders.
4. If during the bid process, any information is found false/fraudulent/mala fide, then IFCI shall reject the bid and, if necessary, initiate action.

### **Performance Security / Bank Guarantee**

The vendor needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 10% (Ten per cent) of the Contract Value, BG format placed at **Annexure 12**.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of "IFCI Ltd", New Delhi. The Performance Bank Guarantee may be discharged/ returned by IFCI after the completion of the contract upon being satisfied for the performance of the obligations of selected bidder under the contract.

Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by competent authority, IFCI shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

In the event the selected bidder is unable to provide the goods/services as mentioned in this scope of Work, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

No Bank Charges/interest shall be payable by IFCI for issuance of Performance Security / Bank Guarantee.

### **Award of Contract**

After issuance of the Letter of Intent/Work Order, the selected Vendor, shall acknowledged the same within Three (3) days of issuance of Letter of Intent/Work Order and return the duplicate copy, duly signed by an authorized signatory of the company.

In the event of a tie, Average of Sales/Turnover/Revenue for past three years shall be considered for award of contract.

### **Completeness of Response**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's own risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

### **Transfer of Tender Document**

Transfer of Tender Documents by one Bidder to another is not permissible. Similarly transfer of Tenders submitted by one Bidder, is not permissible. IFCI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation.

Subsequent queries of IFCI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

### **Rectification of Errors**

Arithmetical errors in the Financial Bid will be rectified 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 will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

### **Signing of Contract**

The successful bidder shall enter into contract agreement with IFCI within the time frame mentioned in the award letter.

### **Rejection of Bid**

Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.

### **Rejection Criteria**

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

#### **Pre-Qualification Rejection Criteria**

- Bids submitted without or with improper EMD.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder/any of the partners to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by IFCI after the last date prescribed for receipt of bids.

- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

### **Technical Rejection Criteria**

Technical Bid containing commercial details.

- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

### **Commercial Rejection Criteria**

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.

### **Right to Accept or Reject the Tenders**

The right to accept the bid in full or in part/parts will rest with IFCI. However, IFCI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **Price Basis**

Prices quoted by the Bidder shall be considered as firm and fixed prices during the entire execution of the contract and not subject to variation on any account.

## **Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by IFCI prior to the last date prescribed for receipt of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions defined. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

**Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.**

## **Preliminary Examinations**

- IFCI will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order
- IFCI at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- Prior to the detailed evaluation, IFCI will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. IFCI's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. IFCI would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site/s of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
- The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

## **Annulment of Award**

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event IFCI may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **Payment Terms**

All payments shall be released directly by IFCI to the Bidder except as otherwise provided in the tender. All payments by IFCI will be affected in Indian Rupees only. Deductions towards liquidated damages shall be made against payment due to the vendor.

IFCI will have to absolute right to encash Bank Guarantee if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.

### **Note: -**

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST Invoice /Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return n GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of IFCI on GSTN portal.
- 3) TDS/TCD shall be deducted at the prescribed rate, if any (as the case may be).
- 4) IFCI can adjust / forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to SNL on account of supplier's default.
- 5) In case IFCI has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

The bidders are advised to quote comprehensive amount for material and manpower which shall include half yearly increases in Dearness Allowances (D.A.) and all statutory/other obligations that may occur during the currency of the contract/extension of the contract. The contract is comprehensive i.e. operation & maintenance contract including supply of material and deployment of manpower (if any).

Contractor shall pay half yearly increase in Dearness Allowances (D.A.) to all workmen as per the Delhi Administration wages act/ state regulation order or NCT of Delhi minimum

wages (as amended from time to time). If there shall be any upward/downward revision in the D.A. during the contract period occurred, contractor shall make the payments accordingly to personnel deployed by him at IFCI. However, any revision in the minimum wages by the NCT of Delhi or state Govt. through Gazette notification (other than the half yearly increase in D.A.), then IFCI will pay only actual increase amount in minimum wages as per the wages sheet of previous month submitted by the contractor. All other charges (if any) like- service charges, overtime charges and any other charges will be borne by contractor. IFCI shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract/extension of the contract. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labor Department.

**Quarterly Payment:** The payment would be made on quarterly basis after the close of each quarter against the invoice of the contractor. The quarterly bill for the above said contract shall be submitted by the contractor by 7<sup>th</sup> of following month and payment shall be released upon satisfactory performance, after adjusting any cost borne by IFCI due to any reasons, any damages caused by the contractor or his employees, down time etc., as applicable.

### **Micro & Small Enterprises**

The following facilities are extended to Micro & Small-Scale units registered with National Small Industries Corporation & to be mentioned in tender documents as & where required:

- Exemption from Payment of Earnest Money.

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

### **Delays in the Bidder's Performance**

Delivery of the Hardware, software and performance of service shall be made by the Bidder in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

An un-excused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. If at any time during performance of the Contract, the Bidder or its sub- contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Bidder shall promptly notify IFCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.



### **Termination for Insolvency**

IFCI may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder 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 IFCI.

### **Termination for Convenience**

IFCI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IFCI.

### **Termination of Contract**

IFCI without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff or in case there are more than 3 penalties on Service Provider in any month.

The notice of termination shall specify that termination is for IFCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

IFCI can terminate the service agreement by giving three months' notice in advance to other party. In case, the bidder stops service without notice, IFCI shall have the right to encash the bank guarantee and further action without notice.

### **Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part.

- If the Bidder fails to deliver any or all of the links / service within the time period specified in the Contract, or any extension thereof granted by IFCI.
- OR
- If the Bidder fails to perform any other obligation(s) under the Contract.

### **GST Invoice**

- All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

- Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- In case of any deficient/incomplete/rejected supply, IFCI shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to IFCI on account of default by the supplier, the same would be recovered by IFCI from the supplier
- Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law

### **Taxes, Duties & Levies**

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance with all obligations and restrictions imposed by the Labor Law or any other law affecting employer-employee relationship and the CONTRACTOR further agrees to comply, and to secure the compliance of all SUB-CONTRACTORS with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by CONTRACTOR or SUB- CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Owner shall directly pay the Customs Duty and GST to concerned Authorities in case of foreign Bidders.

Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.

Statutory Variation on the rates of GST and Duties of Owner's country, included in the contract price Imposition of any fresh statutory levy/tax shall be considered by Owner against documentary evidence up to the contractual completion period only on finished products.

### **Change in Constitution**

The prior approval, in writing, of the OWNER shall be obtained before any change is made in the constitution of the contractor. If prior approval is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of Clause entitled "sub-letting of works" hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

### **Safety Regulations**

In respect of all labour, directly or indirectly employed in the WORK the CONTRACTOR shall at his own expense arrange for all the safety provisions and abide by all labour laws. Safety codes, and all fire and statutory regulation and keep owner indemnified in respect thereof.

### **Deduction from the Contract Price**

All costs, damages or expenses which OWNER may have paid or incurred for which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be deducted from contractors bills or from any moneys due or becoming due to the CONTRACTOR.

### **Evaluation of Performance**

Performance against the contract awarded (if any) shall be evaluated on half yearly basis or earlier on need basis as approved by IFCI's senior management.

### **Payment in case of Termination of contract**

In case the contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes.

### **Exit Management**

Exit management shall involve the complete handover of the operations to the vendor identified by the IFCI, which would take care of.

This Exit Management plan shall be furnished in writing within 7 days from the Effective Date of this Agreement. Exit Plan has to be submitted by the Responder and approved by IFCI Department. Exit procedure needs to be carried out as per approved Exit Plan.

Exit Plan Knowledge Transfer, Required Documentation and smooth transition and maintenance team to new team if selected.

During the exit management period, the Vendor shall use its best efforts to deliver the services and Support in managing the required operations. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule

### **Patents, Successful Bidder's Liability & Compliance of Regulations**

Successful Bidder shall protect and fully indemnify IFCI from any claims for infringement of patents, copyright, trademark or the like. Successful Bidder shall also protect and fully indemnify the IFCI from any claims from successful Bidder's workmen/employees, their heirs, dependance, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order. Successful Bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely IFCI from any claims/penalties arising out of any infringements.

### **Unsatisfactory Performance**

The Parties herein agree that IFCI shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and IFCI, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of IFCI. The Bidder covenants to be bound by the decision of IFCI without any demure in such an eventuality.

### **Merger/ Acquisition of Bidder**

In the event of the Bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with IFCI should be passed on for compliance to the new company in the Negotiations for their transfer.

### **Bidder Utilization of know-how and Personnel for Competitors**

IFCI will request a clause that prohibits the Bidder from using its personnel and any information or know-how gained in this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of IFCI anywhere in the country without prior written consent of IFCI.

### **Any other Information**

In addition to the information desired in the terms and conditions as well as in the technical bid, the Bidder may provide any other information/description like features, performance Figures specified/indicated along with supporting documents/calculations.

### **Intellectual Property**

The proposal and all supporting documentation submitted by the Bidder shall become the Intellectual Property of IFCI and it shall retain all material unless the Bidder specifically requests, in writing, that the proposal and documentation be returned after taking copies.

### **IPR Infringement**

As part of this project Bidder [Service Provider] will deliver different hardware / software [IOS]. If the use of any such software by / for IFCI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify IFCI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the conditions the claim relates to Software provided/used by Bidder/Service provider under this project.

## **Patent Claim**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and IFCI is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. IFCI shall give notice to the successful bidder of any such claim and recover it from the Bidder.

## **Force Majeure**

IFCI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.

That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.

That the successful Bidder proves that the delay occurred is not due to his own action or lack of action

Apart from the extension of the time limit, force majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

## **Indemnity**

The successful bidder/ vendor shall indemnify, protect and save IFCI against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

## **Publicity**

Any publicity by the Vendor in which the name of IFCI is to be used should be done only with the explicit written permission of the Purchaser.

## **Applicable laws**

The Contract shall be interpreted in accordance with the laws prevalent in India.

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the IFCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the IFCI and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

## **Corrupt or Fraudulent Practices**

The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract. IFCI will reject a proposal for award if it determines that the Bidder, recommended for award, is engaged in corrupt or fraudulent practices in competing for the contract in question. IFCI will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

## **Arbitration**

All disputes, differences, and questions arising out of or in any way touching or concerning this agreement of the subject matter hereof or the respective rights, duties, or liabilities of the parties under or in respect of this agreement shall be referred to the sole arbitration of the Managing Director & CEO of IFCI. The award of the arbitrator so appointed shall be final and binding on the parties. The provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to such arbitration. Jurisdiction of New Delhi upon every or any reference the assessment of the costs and incidental to the reference and award respectively shall be on the discretion of the arbitrator. Work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the Corporation shall be withheld on account of such proceedings. The venue of arbitration shall be the place from which the acceptance notes issued or such other place as the 'Sole Arbitrator' at his/her entire discretion may determine.

## **Jurisdiction**

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

## **Failure to abide by the Agreement**

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of IFCI with such penalties as specified in the Bidding document and the Agreement.

## **Interpretation of Contract Documents**

Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail

## **Confidentiality of Information**

This document contains information confidential and proprietary to IFCI. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of IFCI, affiliates, and/or business partners. Disclosure of receipt of any part of the afore mentioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from IFCI. Reproduction of this RFP, without prior written consent of IFCI, by photographic, electronic, or other means is prohibited.

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## Annexure-1

### BIDDER INFORMATION

Dated: \_\_\_\_\_

S. No.	Particulars/Details	
1.	Name of the Bidders/ Firm	
2.	Certificate of Incorporation, certified copy of MoA, AoA in case of Company/Full Name, address, nature and Place of business in case of Proprietorship/Names of all partners and their address and copy of Partnership deed/instrument of partnership duly certified by Notary Public in case of Partnership Firm.	
3.	Communication Address	
4.	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
5.	Authorized Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
6.	Alternate Authorized Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
7.	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
8.	ESI Number & DATE (Valid ESI code required)	
9.	PAN	
10.	TIN No.	
11.	GST No.	
12.	Company Registration No.	
13.	Service Tax Registration No.	
14.	Income Tax Return for last 3 years.	
15.	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
16.	Particular of Earnest Money Deposit (EMD)	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	



17.	Whether bidder is having positive Net Worth in FY ended 31/03/2019: <b>Yes/NO</b>	(Attach CA/auditors Certificate)
18.	Whether, MSME, if yes, attached valid copy of certificate.	
19.	Detailed Profile of the Organization (giving list of works, in hand and carried out during last 5 years, name and address of the clients, value of work, number of man power deployed and other details along with testimonials)	

(Fill up the above table & Enclose legible copies of the supporting documents)

**Details of Technical and skilled manpower**

Sl. No	Name and Designation	Qualification	Experience	Any Other Information
1	2	3	4	5

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal

Sl. No.	Eligibility Criteria	Document Required
1	The bidder should be a registered company/Firm/Proprietorship concern in India since last 3 years.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association/Incorporation documents/Valid Gumasta or shop act license/ registered partnership deed are required to be submitted along with the technical bid.
2	Company must be registered with appropriate authorities for all applicable statutory duties/taxes	Valid documentary proof of: - GST registration number - Income Tax registration/PAN number
3	Bidder should have successfully Operated and maintained external façade lightning in high rise building or multistoried modern building in India for any Central/ State Government/ Semi Government/ Public Sector Undertaking/ Large Corporate/ MNC Having executed minimum contract value as below: Single work of Rs.10 lakh and above OR Two works of ranging Rs.5.lakh-Rs.8 lakh each <b>(Over the past 5 years)</b>	Bidder should submit copy of Work Order (mandatory) and any one document from list below (format provided in below table): (i) Payment receipts (ii) Proof of release of performance security after completion of the contract (iii) Proof of settlement/release of final payment against the contract (iv) Certificate for successful completion of work/ Performance report by the client.
4	Average annual Turnover of Rs.10 Lakh and above on last three (3) Financial Year starting from FY i.e. FY 2015-16 onward and having positive net worth as on March 31 2019.	CA Certificate / auditors certificate needs to be submitted.
5	The Bidder should have adequate manpower, equipment etc. to smoothly execute the work.	(i) Undertaking/Declaration by authorized signatory of the bidder. (ii) Bidder should submit details of the terms and conditions of the personnel deployed by them at IFCI.
6	The bidder should not be black listed or banned for business by any Public Sector undertaking / Govt. Department/ agencies in India or abroad.	Undertaking/Declaration as per Annexure 3 by authorized signatory of the bidder.
7	The bidder shall have a Registered Office/Branch Office in Delhi/NCR at least for last 3 years.	Self-declaration to that effect should be submitted on company letter Head by authorized signatory of the bidder with address details.

8	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration by authorized signatory of the bidder.
9	The bidder must confirm compliance with technical specifications of lightning system as per Scope of Work.	Must enclosed appropriate responses with the compliance sheet.
10	The bidders mandatorily have to execute and submit an Integrity Pact (IP).	The format of IP has been provided at Annexure 11. Bidders to provide IP, duly executed/ signed by the same signatory competent / authorized to sign the relevant contract on behalf of the bidder.
<b>Note:-</b> Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.		

*Please use below format for Point no.3 above and enclose the supporting documents.*

**Details of Similar Experience:** Operation & Maintenance of External Facade Lighting in High rise building or multistoried modern building having during the last 5 years.

Sl. No.	Name & Address of the client, Concerned Person and contact/ Mobile No	Name and Location of work	No. of Floor in Building in which O&M carried out	Value of Work (In lakh)	Contract Period (from_ _To_)	Completion/ Performance Certificate enclosed 'Yes' or 'No'	Any other information you would like to give
1	2	3	4	5	6	7	8

(Fill up the above table & Enclose legible copies of the supporting documents)

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal

**Annexure -3**

**Tender Acceptance Letter**

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

To

IFCI Limited,  
IFCI Tower, 61 Nehru Place,  
NEW Delhi -110 019

Dear Sir/Madam,

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

**Name of Tender / Work: Comprehensive Contract for Operation and Maintenance (O&M) of External Facade Lighting Systems**

Dear Sir,

- 1) I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) [www.ifcilt.com](http://www.ifcilt.com) as per advertisement, given in the above-mentioned website(s).
- 2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) I/We hereby declare that our Company/Organization has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies / any Government regulatory bodies during a period of last three year.
- 6) Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her during a period of last three year.
- 7) I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then

your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

- 8) I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.
- 9) I further certify that I am authorized to represent on behalf of my company/firm for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.
- 10) We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IFCI and in case of such observance at any stage, it shall be treated as null and void and our tender shall be deemed to be withdrawn.
- 11) We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.
- 12) We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable), and acceptance to Reverse bidding process.
- 13) As we have accepted and offered the prices for all-inclusive comprehensive maintenance contract in the submitted bid, If any equipment or its related parts or machinery found damaged/not working properly/ abnormal sound/heating/leakage/wiring damage/insulation damaged/any parts rusted/equipment part's missing/the loss of any items/ spare part damage etc. than we shall be fully responsible for rectification of interpreted system and for also keeping the whole system in completely healthy and smooth running condition. We also undertake that we will replace/repair the faulty equipment(s) immediately. The make of replace item/equipment shall be similar to the existing items or reputed make as agreed by IFCI.
- 14) We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal

**Annexure -4**

**Offer Forwarding Letter /Tender Submission Letter**

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

**Tender No:** .....

**Dated:** .....

To,

IFCI Limited  
IFCI Tower  
61 Nehru Place  
New Delhi -110 019

Dear Sir,

Sub: Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by IFCI Limited, ....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IFCI.
2. Notice Inviting Tender (NIT)/ (Technical Bid)
3. Financial Bid
4. Documents referred to in tender document
5. Forms and Procedures

Should our Offer be accepted by IFCI for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by IFCI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the Annexures annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

I/We certified that all the dues of personnel deployed at IFCI Site, for the said contract, have been undertaken by us, in accordance with the latest minimum rates of wages, as fixed by the State Govt. / Delhi Administration wages act/ state regulation order. All the statutory obligations/requirements have been complied with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and IFCI will not assume any responsibility thereto. The Contract Labor (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

I/We certify that in case the Tender is awarded to us, we undertake the responsibility for police verification of each and every person deployed by us at IFCI.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal Date:

**Annexure -5**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,

General Manager (Estates)  
IFCI Limited  
IFCI Tower  
61 Nehru Place  
New Delhi -110 019

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/Title of the work. Name of Tender Specification No.....,  
2) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorisation letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter



**Annexure -6**

**Declaration**

**(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)**

**Tender No:** .....

**Dated:** .....

To,

IFCI Limited  
IFCI Tower,  
61 Nehru Place  
New Delhi -110 019

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of non-performance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
6. We agree that the decision of IFCI in selection of Bidders will be final and binding to us.

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

**Annexure -7**

**Escalation Matrix**

**Tender No:** .....

**Dated:** .....

(Starting from the person authorized to make commitments to IFCI till the person in rank of CEO/VP)

Name	Organization	Designation	Mobile	Phone	Email address

Date:  
 Place:

Signature of authorized person  
 Full Name & Designation:  
 Company's Seal

## Annexure -8

### Format of sending Pre-bid queries

**Tender No:** .....

**Dated:** .....

**Name of the Bidder:**

**Contact Address of the Bidder:**

Sr. No.	Section Number	Page Number	Query

**Date:**

**Signature of authorized person**

**Place:**

**Full Name & Designation:**  
**Company's Seal**

**Annexure -9**

**DECLARATION FOR RELATION IN IFCI**

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Tender No: .....

Dated: .....

To,

**IFCI Ltd.  
IFCI Tower, 61 Nehru Place,  
NEW DELHI- 110019**

Dear Sir,

**Sub: Declaration for relation in IFCI**

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in IFCI

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in IFCI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in IFCI and their particulars are as below:

(i)

(ii)

Date:  
Place:

Signature of authorized person  
Full Name & Designation:  
Company's Seal

## Annexure-10

### Financial Bid

### SCHEDULE OF RATES (To be submitted in Financial Bid)

Comprehensive Operation & Maintenance (O&M) Contract of Complete External Facade Lighting Systems as details below (i.e. all the lighting system / LED lights / equipments, accessories including consumables / software and related systems installed at IFCI Tower).

The maintenance service inclusive of routine visit of one technician or more and as & when required.

S. No.	Job Description	Qty.	Comprehensive Amount		
			Comprehensive amount for 1st year (excluding Taxes)	Comprehensive amount for 2nd year (excluding Taxes)	Total amount of 1st and 2nd year (excluding Taxes)
			A	B	(A + B)
1	Facade colour changing Light with controller installed at Boundary wall in IFCI Tower (Make/Model : Given : Model AD3462 - EVEREST CYM MSD 900)	12 Nos.			
2	Facade colour changing Light with controller installed at Refuse areas (5th, 10th and 15th floor) Make / Model: Given : Model TRIDENT CYM 150 - AD 3302	9 Nos.			
3	Dynamic Color changing Linear Light Cluster (Make / Model: DTS FOS 100 Full Color)	403 ft.			
4	Static Logo Display Consisting of "IFCI TOWER" LED Power Chain (IP 65)( Osram Make )	240 Pc.			
<b>Total Amount in words (A+B):</b>					

#### Note:

- Bidders may please be noted that evaluation of financial rates will not be on individual item basis. The final quoted price will be considered on total amount of 1st year and 2nd year (excluding taxes) i.e. A+B quoted by the bidder.
- Monthly charges shall be arrived at dividing the yearly amount by Twelve (12).
- Submission in any other format may result in cancellation of the offer.
- In the event of a tie, Average of Sales for past three years shall be considered for award of contract.

## Annexure-11

### Integrity Pact

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs. 10 Lakh or more. To be signed by the same signatory competent / authorized to sign the relevant contract on behalf of IFCI Ltd.)

(\_\_\_\_\_ Name of the Department / Officer)

Tender No. \_\_\_\_\_ (Each Tender must have Distinct Number and Subject Matter)

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on \_\_\_\_\_ day of the \_\_\_\_\_, between, on one hand, IFCI Ltd., a company Incorporated under Companies Act, 1956, with its Registered Office at IFCI Tower, 61 Nehru Place, New Delhi – 110019, acting through its authorised officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s.

\_\_\_\_\_  
(with complete address and contact details) represented by Shri \_\_\_\_\_

(i.e. Vendor / Bidders hereinafter called the 'Counter Party') which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the principal has appointed Independent External Monitors (IEMs) to monitor the Tender process and execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

WHEREAS the Counter Party is a private Company/ Public Company/ Government Undertaking/ Partnership, etc. constituted in accordance with the relevant law in the matter and the Principal is a Government Company and a Systematically Important, Non-Deposit taking, Non-Banking Financial Company, (NBFC-ND-SI).

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence, prejudiced dealing prior to, during and subsequent to the tenor of the contract to be entered into with a view to "-

Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any from, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

#### A. Commitment 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 any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, 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 the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
  - c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### B. Commitments of Counter Parties

The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) commit himself / themselves

to observe these principles during participation in the Tender Process and during the Contract execution: -

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.





4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

#### D. Consequences of Breach

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the Principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### E. Equal Treatment of all Bidders/Contractors/Subcontractors/Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### F. Independent External Monitor (IEM)

1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the IEM is as under: -

Dr. Anita Chaudhary  
Email Id: [anitach123@hotmail.com](mailto:anitach123@hotmail.com)

Shri Sadhu Ram Bansal  
Email Id: [sr.bansal123@gmail.com](mailto:sr.bansal123@gmail.com)

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD&CEO, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.
4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management 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.
5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

**G. Duration of the Integrity Pact (IP)**

This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, IFCI Ltd.

#### H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

#### I. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses: -

\_\_\_\_\_  
(For and behalf of Principal)

\_\_\_\_\_  
(For and behalf of Counter Party)

**WITNESSES:**

1. \_\_\_\_\_ (Signature, name and address)
2. \_\_\_\_\_ (Signature, name and address)

**Note:** In case of Purchase Order wherein formal agreements are not signed reference to witnesses may be deleted from the past part of the Agreement.

## Annexure 12

### Performa for Performance Bank Guarantee

IFCI Ltd.  
IFCI Tower 61, Nehru Place, New Delhi-110019.

Guarantee No.:

Amount of Guarantee: Rs. -----

Guarantee Cover From: ----- to -----

Last date of Lodgment of Claim: -----

This Deed of Guarantee executed at New Delhi on this day ----- of ----- by  
----- Bank, a body corporate constituted under the Banking Companies  
(Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at  
-----, inter-alia, a Branch Office at -----  
(hereinafter referred to as 'Guarantor', which expression shall, unless it be repugnant to  
the subject or context thereof, include their successors and assigns) in favor of IFCI  
Limited having its registered office at IFCI Tower, 61 Nehru Place, New Delhi-110019  
(hereinafter referred to as 'IFCI' which expression shall unless it be repugnant to the  
subject or context thereof include their successors and assigns).

#### WHEREAS

i) IFCI has placed orders on M/s ----- having its office  
at -----

(hereinafter referred to as 'Supplier') vide its letter No. ----- dated -----  
----- for supply and installation of ----- as per  
specifications and terms and conditions given in the above said orders, at a total cost of  
Rs. (Rupees ----- only) including all taxes/VAT and excise duties etc. The  
supplier has now submitted invoices to IFCI, for the supply and installation of said -----

----- amounting to Rs. ----- (inclusive of all taxes and duties.) ii) The said  
orders, inter-alia, provides that a sum of Rs. ----- being the 90% of the price of  
the said ----- will be paid to the Supplier by  
IFCI on delivery of the said equipment and balance 10% upon furnishing a bank  
guarantee to IFCI, equivalent to 10% of the cost of the said -----  
-----, amounting to Rs. ----- (Rupees ----- only), valid for a  
period of one year from the date of installation and due performance of the said -----

iii) At the request of the Supplier, ----- (Bank) the guarantor has agreed to give  
such guarantee to IFCI as hereinafter mentioned for the sum of Rs. ----- (Rupees -----  
----- only) being the 10% cost of the said -----,  
applicable as herein before mentioned.

NOW, THEREFORE, these presents witnesses as follows:

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the said ----- are found to be defective in material or workmanship or manufacturing and also in case the said ----- do not perform satisfactorily during the guarantee period and the supplier fails to rectify the defects to the satisfaction of IFCI, the guarantor shall pay to IFCI upon demand immediately and without demur a sum of Rs.----- (Rupees ----- only) equivalent to 10% of the said ----- as herein before mentioned.
2. The Guarantor shall also indemnify and keep IFCI indemnified against all losses, damages, costs, claims and expenses whatsoever, which IFCI may suffer as a result of nonperformance of the said ----- and also the said ----- not confirming to the purchase order specifications or any material, workmanship or manufacturing defect noticed and not rectified by the supplier during the period. The guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the supplier admits or denies such claim or question its correctness in any Court, Tribunal or arbitration/proceedings or before any authority.
3. The guarantee given hereunder shall remain in full force and effect irrespective of any change in the terms and conditions of the contract/orders and notwithstanding the fact whether notice of such change or variation is given to the guarantor or not AND the guarantor hereby specifically waives its right to receive any notice of any change and/or variation of the terms and/or conditions of the said contract/orders.
4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.----- (Rupees ----- only) and the guarantee shall remain in full force for one year from the date of installation and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Supplier and IFCI.
5. Notwithstanding anything contained herein:
  - i) The bank's liability under this guarantee shall not exceed Rs. ----- (Rupees -----)
  - ii) The guarantee shall remain in force up-to -----.
  - iii) The Bank shall be liable to pay the guaranteed amount or any part thereof under this guarantee only if a written claim or demand is served upon the Bank on or before ----- (3 Months after expiry of the Guarantee) after which the bank shall be discharged from all liabilities under this guarantee.

In witness whereof, the guarantor has put its hand to this deed at New Delhi on the -----  
----- first above mentioned.

For and on behalf of the guarantor

(Name and Designation of the signatory)  
Authorized signatory