

Request for Limited Bid Proposal (RFP)

For

**Selection of Contractor for Renovation of Premises No. DB-61, Sector-1, Salt Lake,
Kolkata**

IFCI Limited

RFP No: IFCI/CPD-KRO/Limited-Tender/2019-20/47

Mode of Tender – Physical, Limited Bids

To be submitted before

12.00 Noon on 11.11.2019

Addressed To

Deputy General Manager (Centralized Procurements)

IFCI Limited, IFCI Tower, 61 Nehru Place,

New Delhi - 110019.

Index of Tender Document

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CHAPTER – 1

Introduction

The Industrial Finance Corporation of India (IFCI Ltd.) 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 is a Government of India Undertaking under the aegis of the Dept. of Financial Services, Ministry of Finance, GOI, primarily a Non Deposit Taking NBFC.

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 Ltd. 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 Limited Tender offers (Technical bid and Commercial bid) in two bid system, from eligible, reputed contractors as per eligibility criteria for carrying out Renovation and Repairing work, having minimum five year experience in the field.

Rates are exclusive of all taxes and duties. IFCI Ltd. shall not liable to pay extra amount towards the same.

The time schedule for completion of the of work according to the contract shall be Four (4) months from the date of handing over the contract of the working site.

However, IFCI has the right to review the contract at regular intervals, at its discretion, and based on the review, IFCI shall have the right to reduce the term, suspend or cancel the contract at its sole and absolute discretion, without assigning any reasons thereof. IFCI may also call for fresh financial bid, from the technically qualified bidders, any time, if deemed necessary.

IFCI reserves the right to alter the scope of work at any stage.

Key Events & Dates

Tender Notice No	IFCI/CPD-KRO/Limited Tender/2019-20/47
Tender Name	Renovation work of Premises No. DB-61, Sector-1, Salt Lake, Kolkata
Bid Security / EMD (In form of Pay order/DD)	Rs.10,000/- (Rupees Ten thousand only)
Tender Document	The details can be downloaded free of cost from CPP portal www.eprocure.gov.in or from IFCI website https://www.ifcilttd.com/(Tenders) - procurement-goods-and-services).
Date of Issue	10/10/2019
Date of Pre-Bid Meeting	16/10/2019, 03:00 PM
Site Inspection	16/10/2019, between 10 am to 5 pm
Last date for seeking clarifications, if any	23/10/2019, 11:00 AM
Last date & time of submission of Bid (Technical & Commercial)	11/11/2019, 12:00 Noon
Date & time of opening of Technical Bids	13/11/2019, 11:30 PM
Date & time of opening of Commercial Bids	15/11/2019, 02:30 PM
Address of Communication and Pre Bid Meeting	IFCI Ltd. CIC Building, 3 rd floor, 33-A, JL Nehru Road, Kolkata – 700 071.
Name of the contact person for any clarification	Shri Saurabh Kumar Mob - 9810094438 Shri CP Srivastava Mob - 9748421347
e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail rfpquery@ifcilttd.com

Bidder to ensure deposit of EMD at IFCI, before the final date and before the time of submission of bids ends.

Note: IFCI reserves the right to cancel the Tender process at any stage during the Tender Process.

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 wherever necessary, may 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.

This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Agency or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Agency.

While this document has been prepared in good faith, neither IFCI, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.

By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI. IFCI and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

This document has not been filed, registered or approved in any Court of Competent jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

CHAPTER - 2

INSTRUCTIONS TO BIDDERS:

1. The General Conditions of Contract form part of the Tender specifications. **All pages of the Tender documents shall be duly signed, stamped and uploaded at website <https://eprocure.gov.in> along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required.
2. Bidders are advised to study all the tender documents carefully.
3. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder.
4. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
5. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. While this document has been prepared in good faith, neither IFCI, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.
6. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI. IFCI and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
7. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc. Tenderers shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender.
8. Bidders' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender documents.
9. The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in his offer.
10. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

11. This document has not been filed, registered or approved in any Court of Competent jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
12. This document constitutes no form of commitment on the part of the IFCI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Selection of Contractor for Renovation of Premises No. DB-61, Sector-1, Salt Lake, Kolkata
13. **Site Inspection:** Before submission of offer, the bidders are advised to inspect the site of work and environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, 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.
14. Earnest Money of Rs.10,000/- (Rupees Ten lakh only) by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "IFCI Limited" payable at Kolkata, is required to be submitted in a sealed envelope (off line mode), latest by 11:00 AM on --/--/2019.
15. Merely abstention of this Tender Document by any party does not confer or constitute any right of association with IFCI.

Following information should be marked on the face of the sealed envelope.

Name of Party.....

Tender No.....

Earnest Money Amount Issuing Bank..... Date.....

EMD must be submitted in a sealed envelope addressed to

IFCI Ltd.
 CIC, 3rd floor,
 Jawaharlal Nehru Road,
 Kolkata – 700 071
 Tel.: 033-222622672

CHAPTER – 3
Eligibility Criteria

1. The Contractor should have office/Branch Office Details of Offices/ sub-let office in Kolkata, for the last 3 years.
2. The Contractor should have Average Annual Financial Turnover during the last three years ending 31st March, 2019, at-least of Rs.1.00 crore. The contractor should also have earned net profit for the last three years.
3. The Contractor should have experience of having successfully completed similar works of value as indicated below during the last 5 years ending 31.03.2019 in multi-storied building (office/residence) having minimum 5 floors.

Details of work	Value of work
Three similar competed works costing not less than the amount equal to	Rs.0.50 crore
Two similar competed works costing not less than the amount equal to	Rs. 0.75 crore
One similar competed works costing not less than the amount equal to	Rs. 1.00 crore

Similar work means carrying out and successful completion of Renovation/Retrofitting for exteriors Civil Work of multi-storied modern building work having minimum 5 floors.

4. Integrity Pact Applicable.

CHAPTER – 4
Scope of Work

For

**Selection of Contractor for Renovation of Premises No. DB-61, Sector-1, Salt Lake,
Kolkata**

RFP No: IFCI/CPD-KRO/Limited Tender/2019-20/47

**IFCI Limited,
IFCI Tower,
61, Nehru Place,
New Delhi – 110 019.
Ph. 011-4173 2000**

Scope of Work

Scope of work - Selection of Contractor for Renovation of Premises No. DB-61, Sector-I, Salt Lake, Kolkata

The Scope of work of this tender document consists of providing material, equipment, labour, transport, tools and tackles, required services etc. for the Civil and Architectural Works at our premises no.DB-61, Sector-I, Salt Lake, Kolkata as described in attached estimate/BOQ. IFCI Ltd. reserves the right to increase/decrease and/or delete or include any of the quantities given in estimate/BOQ and no extra rate will be allowed on this account.

Details of Civil and Architectural works are:

- i) External plastering with removal of existing damaged plaster.
- ii) Structural repair and restoration with additional reinforcement and treatment.
- iii) Repair of boundary wall
- iv) Repair of surrounding within the boundary with single layer nominal reinforcement concrete and external development works.
- v) External plumbing, drainage and rainwater lines
- vi) Repair to the existing MS grills/gates with painting
- vii) Terrace waterproofing
- viii) External painting
- ix) Any other misc. items as per the requirement of the site and during executions.
- x) The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the IFCI Ltd. in accordance with the samples which may be submitted for approval and generally in accordance with the specifications.
- xi) Samples of all materials including those specified by name of the manufacturer or the bands, trades name or by the reference to catalogue nos. are to be submitted to the either orders delivers in the bulk to site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expanse of the contractor.
- xii) The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc. his own cost.
- xiii) During working at site, some restrictions may be imposed by IFCI/Security staff of IFCI or local authorities regarding safety and security etc. the bidder shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.

- xiv) No compensation shall be payable to the bidder for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost, and no claim on this account will be entertained.
- xv) The bidder shall have to remove all 'malba/debris' if any from the site on same day at his own cost and cleaning of the site has be done on daily basis. No assistance for cleaning working shall be provided by IFCI.

Completion Period

The time schedule for completion of the of work according to the contract shall be Four (4) months from the date of handing over the contract of the working site.

CHAPTER – 5

Bid Submission and Evaluation Guidelines

RFP document submission is required to be done as under:-

The Tender documents (EMD, Technical Bid & Commercial Bid) should be submitted in hard copy at the address mentioned above in the RFP.

Bid Submission

Bidder shall submit their offers in physical/hard copy format both for "Technical" and "Commercial bid".

Before submitting the tenders, it should be ensured that all the documents and annexures being submitted are duly signed by the authorised signatory.

The Bid shall be submit response in a sealed single envelope, subscribed with "**Bid For Selection of Contractor for Renovation of Premises No. DB-61, Sector-1, Salt Lake, Kolkata**" with 3 separate envelops (1) EMD, (2) Technical and (3) Commercial Bid.

Technical Bid (Eligibility Criteria)

Technical bid response must comply with the annexures provided and all the compliances stated in the Chapter - 3 Eligibility Criteria.

IFCI reserves the right to waive any of the Technical Specification during technical evaluation, if in the IFCI's Opinion it is found to be minor/deviation or acceptable deviation.

Commercial Bid

The rates as given in the schedule to be **quoted in figures and the rates must** be inclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

1. Technical bid would be considered only on receipt of EMD prior to opening of bids. Thus the onus of Proof of having submitted EMD well before the final date/ time lies with the bidder.
2. Only one bid would be considered from one firm/Company for online tendering.
3. The Bidders are also advised to visit the aforementioned websites on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

All prospective bidders will be notified of the amendment which will be final and binding on all the bidders via notification of the E Publish *and IFCI Website*.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission

of Bids. Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

Note:

- If the bids submitted does not include all the information required or is incomplete, the proposal is liable to be rejected.
- Bids submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by IFCI.
- The evaluation of the bid will only be based on the documents submitted in hard copy.
- The bids shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the bidders qualifying the eligibility criteria. Those bidders who satisfy the technical requirements as determined by IFCI, shall qualify for the COMMERCIAL BID evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solution at optimal cost. The purpose of it is only to provide the Bidder an idea of the evaluation process that IFCI may adopt.
- 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.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- The firms registered as micro/ small enterprise with MSME and NSIC under its single point registration scheme are exempted from furnishing bid security, provided they are registered for the items they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.
- Bidder or their authorised representative may remain present at the time of opening of bid. The authorised representative should carry the authorisation letter of the bidder in this regard.

IFCI takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier etc.

- Bidders willing to submit revised bids may do so before the closing date by uploading revised bid.
- Bidder or their authorised representative may remain present at the time of opening of bid. The authorised representative should carry the authorisation letter and an Identity proof, of the bidder in this regard.
- 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.

Transfer of Bid Document/ Award

Transfer of Bids submitted by one Bidder of Award by successful bidder to other party 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.

Evaluation of Technical Bids

IFCI will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified), and at the place specified in the Tender. The Bidders' representatives, who are present, shall sign a register/attendance sheet evidencing their attendance.

IFCI reserves the right to open the bids at the stipulated/notified time & date, even if vendor/s express their inability to attend the opening of bids.

The bidder representative should bring an authority letter on the company letter head to attend / represent the bidder in the meetings, else the person shall not be allowed to attend the meetings. The authorised person shall also carry his Identity proof.

IFCI will evaluate and compare the bids which have been determined to be substantially responsive.

Bid Evaluation Criteria

Bidders should quote their rates/prices in Indian Rupees per schedule of the financial bid. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. If the agency does not accept the correction of the errors, its bid will be rejected and EMD forfeited

In case same rate is quoted by two or more agencies, the selection will be based on the high turnover (for FY 2019, 2018 and 2017) and better experience in terms of placement with PSUs and large corporates.

In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof IFCI is put to any loss/obligation, monetary or otherwise, IFCI will be entitled to get itself reimbursed out of the outstanding bills/ performance security to the extent of the loss or obligation in monetary terms.

CHAPTER – 6

Standard Terms & Conditions

For

**Selection of Contractor for Renovation of Premises No. DB-61, Sector-1, Salt Lake,
Kolkata**

RFP No: IFCI/CPD-KRO/Limited-Tender/2019-20/47

**IFCI Limited,
IFCI Tower,
61, Nehru Place,
New Delhi – 110 019.
Ph. 011-4173 2000**

Modification and Withdrawal 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.

Clarification of bids

During evaluation of Bids, IFCI, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

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

Confidentiality of the Document

This Tender Document is confidential and IFCI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

The Bidder will treat all data & information about IFCI, obtained in the execution of its responsibilities as confidential & will not reveal such information to any other party without prior written approval of IFCI. If the Bidder leaks any such information to any third party (Web/Mail), IFCI holds the right to take such action as may be necessary.

Clarification of Tender Document

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

Addressing

All completed bid documents and inquiries regarding clarification/interpretation in connection with this Bid should be sent at the address as mentioned in the intimation letter.

Rejection of Bid

Bids may be rejected on occurrence of any one of the following events/ conditions.

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in outright rejection of Bidders bid.
- 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 evidences of cartelisation.
- 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.
- Bids submitted without or with improper EMD

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.

Amendment of Tender Document

At any time prior to the last date for receipt of bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the Tender Document by an amendment. The amendment will be notified in writing/ published on the IFCI's website. In order to afford prospective Bidders reasonable time in which to take amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

Validity of the Tender

The Bid shall be valid for a maximum period of 90 days from the last date of Opening of Tender. In exceptional circumstances IFCI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

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

Language

The Bidder shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final.

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.

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 at the discretion of IFCI.

IFCI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Price Basis

Service charges 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.

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.

Delays in the Bidder's Performance

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 should encounter conditions impeding timely performance of services, the Bidder shall promptly notify IFCI in writing of the fact of the delay, its likely duration and its cause(s).

IFCI reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of IFCI will be final in the regard.

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, however.

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.

Assignment

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCI's prior written consent. The Bidder shall notify IFCI in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

Waiver of Minor Irregularities

IFCI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the "Request For Proposal"(RFP) ,requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is selected.

Supplementary Information to the RFP

If IFCI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such

corrigendum shall be deemed to be incorporated by this reference into this RFP, shall be made available on IFCI website / CPP portal only.

Earnest Money Deposit (EMD)

Document to be enclosed:

Earnest Money of Rs.10,000/- (Rupees Ten thousand only) by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "IFCI Limited" payable at Kolkata, is required to be submitted in a sealed envelope (off line mode).

Following information should be marked on the face of the sealed envelope.

Tender No.....

Earnest Money Amount Issuing Bank..... Date.....

EMD must be submitted in a sealed envelope addressed to

General Manager,
IFCI Limited, CIC Building,
3rd floor, 33-A, JL Nehru Road,
Kolkata – 700 071

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD. No interest or any other expenses, whatsoever in regard floor, to EMD will be payable by IFCI.
- 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.
- The Micro 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 legal action.

Award of Contract

Before the expiry of the period of validity of the proposal, IFCI shall notify the **L1** Bidder in writing by registered letter/ e-mail or by fax, that its bid has been accepted.

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within three (3) days of receiving the notification.

If L1 Vendor fails to execute the order, IFCI will be free to award the contract to L2 Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.

If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IFCI may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IFCI May then cancel such tender at their discretion, unless the firm retains its character.

Commencement of Work

The successful bidder shall commence the work within 5 days from date of awarding the contract, and shall proceed with the same with due expedition without delay.

If the Bidder /selected vendor fails to start the work within stipulated time as per LOI/Work Order or as intimated by IFCI at its sole discretion will have the right to cancel the contract. The Security Deposit with IFCI will stand forfeited without any further reference to him and without prejudice to any and all of IFCI's other rights in this regard.

All the work shall be carried out under the direction and to the satisfaction of IFCI.

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 IFCI or call for new bids.

Bidder's Liability

- (i) The selected Bidder will be liable for all the deliverables and scope of work.
- (ii) The Bidder's aggregate liability about obligations undertaken under the Purchase Order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/ Purchase Order.
- (iii) The Bidder's liability in case of claims against IFCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

No Damage of IFCI Property

Bidder shall ensure that there is no loss or damage to the property of IFCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by IFCI shall be recovered from Bidder.

Reporting Obligations:

The Bidder shall submit to IFCI periodic reports and documents at the scheduled intervals

Payment Terms

Schedule of Payments:

Sl. No.	Completion of Repair work	Payment (%)
i)	External plastering with removal of existing damaged plaster and Structural repair and restoration with additional reinforcement and treatment.	20%
ii)	Repair of surrounding within the boundary with single layer nominal reinforcement concrete and external development works.	10%
iii)	External plumbing, drainage and rainwater lines as well as Repair to the existing MS grills/gates with painting	20%
iv)	Terrace waterproofing and External painting	20%
v)	Completion Certificate issued by IFCI Ltd.	20%
vi)	After warranty period is over (i.e. 12 months)	10%

Defects Liability Period (DLP):

This warranty lasts up to 12 months post the satisfactory handover / completion certificate issued by IFCI. During this period contractor is liable for repair costs owing to faults that stem from defective materials or imperfect workmanship without any additional charges to IFCI.

Insurance

- (iv) The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the selected Vendor. The selected Vendor shall arrange necessary insurance cover for any persons deployed by him even for short duration. IFCI shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on IFCI, the same shall be reimbursed/indemnified by the selected Vendor.
- (v) If due to negligence and/or non-observation of safety and other precautions by the Manpower Agency, any accident/injury occurs to the property/manpower belonging to third party, the Manpower Agency shall have to pay necessary compensation and other medical expense, if so required by the appropriate authorities.

Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty warning may be issued to the bidder for minor deficiencies on its part.

In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the IFCI, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI.

Issue of Notice

- i) Service of notice on Vendor:** Any notice to be given to the tenderer 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 vendor's last known address of the principal place of business (or at its Registered Office).
- ii)** In case of change of address, the notice shall be served at changed address as notified in writing by the Vendor 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.
- iii) 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 to or leaving the same at IFCI address or changed address as notified in writing by IFCI to the Vendor.

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 5% of the total Bid Value. BG format attached as Annexure.

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.

- i) The validity of Bank Guarantees towards Security Deposit shall be upto the completion period as stipulated in the Letter of Intent/Award +24 Months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by IFCI.
- ii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by IFCI. IFCI shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
- iii) In case the Bank Guarantees are not extended before the expiry date, IFCI reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder/Manpower Agency.
- iv) Tenderers to note that any corrections to Bank Guarantees shall be done by the issuing Bank only through and amendment in an appropriate non judicial stamp paper.
- v) The Original Bank Guarantee shall be sent directly by the Bank to IFCI under Registered Post (Acknowledgement Due), addressed to the Dy. General Manager (CPD), IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi – 110 019.

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.

Statutory Compliance:

Bidder shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify IFCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against IFCI under Employees' Compensation Act, 1923,

The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto. Bidder shall ensure to keep and maintain all the statutory registers, records as required under provisions of contract of Labour(R&A) Act,1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by IFCI and Government Authorities.

Indemnity

The selected bidder must indemnify IFCI and its stakeholders against all third party claims of intellectual property rights infringement including infringement of patent, trademark/copyright or industrial design rights arising from the use of the services, designs, codes, chips etc. and related services or any part thereof. IFCI and its stakeholders stand indemnified from any claims that the hired manpower / bidder vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders/contract. IFCI and its stakeholders also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / bidder's manpower while discharging their duty towards fulfilment of the purchase orders/contract.

Liquidated Damages and Penalties

If the Selected Vendor fails to deliver or perform the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to .5% per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Solution or unperformed services for each week or part thereof of delay, until actual delivery or performance.

In the event, the successful bidder not meeting the work awarded under the tender within the stipulated time, then IFCI would be free to use the services of any other entity/ person and recover the difference in such services and additional expenses incurred by IFCI from the successful bidder.

In addition to the cancellation of purchase contract, IFCI reserves the right to appropriate the damages through encashment of the EMD/Bid Security given by the Bidder, in whole or in part, without notice to the Vendor in the event of breach of this Agreement or for recovery of liquidated damages.

Rights of IFCI

- i. Decision of IFCI in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Contractor.
- ii. In case of any dispute between the Contractor and IFCI, the IFCI shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Kolkata.
- iii. The IFCI has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing or by making equivalent payment thereof.
- iv. In case of any difference of opinion or dispute arising between the parties, regarding interpretation or implementation of any of the terms and conditions of the contract / agreement, then the same shall be referred to the CEO of the IFCI whose decision shall be final and binding upon both the parties. However, for all matters jurisdiction shall be at the local courts located Kolkata.
- v. IFCI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the Contractor with IFCI.

Termination Clause

IFCI at its absolute discretion, reserves its right to terminate the agreement for any reason including but not limited to the following

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected Vendor, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination : IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
 - The Bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
 - It is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
 - If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
 - For any reason whatsoever, the selected Vendor becomes disentitled in law to perform his obligations under this agreement.
 - The bidder is involved in wrongful billing. In addition hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of IFCI.
 - Persistent disregard to the instructions of IFCI.
 - Non fulfilment of any contractual obligations
 - In the opinion of IFCI, the Service Provider (agency) is overloaded and is not in a position to execute the job as per required schedule.

Notwithstanding the above, if the Contractor discontinues its business at any point of time due to any reason whatsoever, the Contractor shall give notice in writing, 30 days prior to the closure of discontinuing the business to the IFCI and shall give all assistance to the IFCI till the services hereto handled by the Service Provider (agency) is suitably transferred to other Contractor and/or taken over by the IFCI. The closure shall not discharge the Contractor from providing such information and maintaining the records as stated hereinbefore.

IFCI reserves the right to terminate the contract without assigning any reason by giving seven days' written notice to the bidder.

Force Majeure

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected Vendor'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.

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:

- a) That within 2 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.
- b) 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.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

Arbitration & Reconciliation

- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by IFCI.
- The award of the Arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
 - i) The cost of arbitration shall be borne equally by both the parties.
 - ii) Work under the contract shall be continued during the arbitration proceedings.

CHAPTER – 7

ANNEXURES

For

**Selection of Contractor for Renovation of Premises No. DB-61, Sector-1, Salt Lake,
Kolkata**

RFP No: IFCI/CPD-KRO/Limited-Tender/2019-20/47

**IFCI Limited,
IFCI Tower,
61, Nehru Place,
New Delhi – 110 019.
Ph. 011-4173 2000**

Offer Forwarding Letter /Tender Submission Letter

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

Tender No: -----

Dated:

To,

Dy. General Manager (CPD),
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 Central Government wages act. All the statutory obligations/requirements have been compiled 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 Labour (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:

Tender Acceptance Letter

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

To

Dy. General Manager (CPD),
IFCI Limited,
IFCI Tower,
61, Nehru Place,
New Delhi – 110 019.

Dear Sir/Madam,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

**Re : Selection of Contractor for Renovation of
Premises No. DB-61, Sector-1, Salt Lake, Kolkata**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) as per advertisement.
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/Organisation has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies 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. 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

Bidders General Information & Eligibility Criteria

Sub: **Selection of Contractor for Renovation of
Premises No. DB-61, Sector-1, Salt Lake, Kolkata**

1.	Name of the Partnership Firm / Company. In case of Partnership Firm – the names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.	
2.	Year of Registration/Incorporation	
3.	Address of the Firm / Company/ Contractor	
4.	(i) Telephone No (Land line) (ii) Mobile No. (iii) FAX No. (iv) E-mail address	Office: Residence:
5.	Details of Offices in Kolkata. The Contractor should have office/Branch Office in Kolkata for the last 5 years – The bidder should submit address proof.	
6.	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.
7.	GST No. (Attested Copy to be attached) of the Bidder	
8.	PAN No. (Attested Copy to be attached)	
9.	Whether MSME (Attach valid MSME certificate)	
10.	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> • Name of the Bank • Branch and address • IFSC Code (Copy of recent Bank Statement to be attached)	
11.	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
12.	The Contractor also submit proof of Registration	
13.	Integrity Pact Applicable	Mandatory

Date:

Place:

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

Nature of Works / Contracts executed

		Duration of Service		Value of work order
		From	To	
Name & Address of the Organizations / PSUs/MSCs where Renovation work completed during the past three financial years <i>(Please attach copies of contract/ satisfactory certificate from the concerned organizations)</i>	Work order dated (attested copy attached)			
2018-19				
2017-18				
2016-17				

(Note: PI provide a minimum of 2 such works)

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

Date:
Place:

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

PROFORMA FOR FINANCIAL BID

**Name of work: Selection of Contractor for Renovation of
Premises No. DB-61, Sector-1, Salt Lake, Kolkata**

**FINANCIAL BID
SCHEDULE OF RATES**

Job Description: Selection of Contractor for Renovation of Premises No. DB-61, Sector-1, Salt Lake, Kolkata	Amount including all taxes
Premises No. DB-61, Sector-1, Salt Lake, Kolkata	

Note: The rates quoted in the tender should be inclusive of GST and/or any other applicable tax.

Name, Signature, Seal of the Bidder with date)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,

Dy. General Manager (CPD),
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

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

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

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,

Dy. General Manager (CPD),
IFCI Limited,
IFCI Tower,
61, Nehru Place,
New Delhi – 110 019.

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

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. _____ for _____

(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 avoiding 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 form, 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 endeavour 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.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.
13. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
15. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
16. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
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/Manpower Agencies/Sub Manpower agencies/Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all sub Manpower agencies 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-Manpower Agencies / 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

Shri Sadhu Ram Bansal
Email Id: 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-Manpower Agency'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.

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

Guarantee No.:

Amount of Guarantee: Rs. -----

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

Last date of Lodgement 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 favour 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 plus three months shall be submitted within 30 days from the date of acceptance of work order 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 5% 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 non-performance 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 and valid for a period of one year plus three months shall be submitted within 30 days from the date of acceptance of work order 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

Ref No.

Dated _____

Dy. General Manager (CPD),
IFCI Limited,
IFCI Tower,
61, Nehru Place,
New Delhi – 110 019.

CERTIFICATE

It is certified that all the dues of personnel deployed at IFCI Site, for the existing contract, have been paid up-to -2019, in accordance with the latest minimum rates of wages, as fixed by the Central Government. All the statutory obligations/requirements have been compiled 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 Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

Further, certified that the consolidated monthly payment challans to ESI & PF authorities includes the contributions deducted from all personnel deployed at IFCI Ltd., Delhi.

Regards

Signature

(Name of the Concerned Person)

For & on behalf of (Name of Company)

Seal of the Company

