

**Tender No. IFCI/CPD-Estate-CHRO/Tender/2019-20/31**

**Dated 24/05/2019**



**RFP**

**FOR**

**Deployment of Security Guards and Comprehensive Housekeeping Services  
at IFCI Chandigarh (Office & Residential Colony)**

**Mode of Tender : Open**

**The Deputy General Manager (CPD)  
IFCI LIMITED  
(A Government of India Undertaking)  
Regd. Office: IFCI Tower, 61 Nehru Place, New Delhi-110019  
Website: [www.ifcilttd.com](http://www.ifcilttd.com)  
Telephone- 011-26487444/41732000**

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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 sealed tender offers (Technical bid and Commercial bid) from eligible, reputed Deployment of Security Guards and comprehensive Housekeeping Services at IFCI Chandigarh (Office & Residential Colony) for a contract period of one year with one year extension, subject to satisfactory performance/services. IFCI also desired to empanel agencies for a period of 3 years.

### Key Events & Dates

Type	Description
Tender Notice No	IFCI/CPD-Estates-CHRO/Tender/2019-20/31
Name of Work	Deployment of Security Guards and comprehensive Housekeeping Services at IFCI Chandigarh (Office & Residential Colony)
EMD	Rs.50,000/- (Rupees Fifty thousand only)
Date of Issue	24/05/2019
Last date for seeking clarifications, if any	31/05/2019, 11:00 AM
Date of Pre-Bid Meeting with the bidder	04/06/2019, 03:00 PM
Last date and time of submission of (Technical & Commercial alongwith EMD)	14/06/2019, 12:00 Noon The Deputy General Manager (CPD) IFCI Limited, IFCI Tower, 61 Nehru Place New Delhi-110 019 (Drop Box placed at Reception Area at Ground Floor).
Date and time of opening of Technical Bids	14/06/2019, 02.30 PM
Date and time of opening of Commercial Bids	To be intimated separately to the technically qualified Bidders.
Address for Pre Bid Meeting	IFCI Tower, 61 Nehru Place, New Delhi - 110019
Name of the contact person for any clarification	Mr S K Pal, Manager Contact: 011-41732000/2121 Or Shri Saurabh Kumar, DGM Contact: 011-41732000/2130
e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail <a href="mailto:rfpquery@ifcilttd.com">rfpquery@ifcilttd.com</a>
Validity of Proposal	(90) Ninety days from the date of opening of Financial Bid.

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

## CHAPTER - 2

### Instructions to Bidders

- The Bidder may download Tender Document along-with terms and conditions from IFCI website [www.ifcilttd.com](http://www.ifcilttd.com). Bidder must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by IFCI.
- Bidders shall submit their offers by hand, speed post, courier in the prescribed format both for "Technical" and "Financial bid". Bidders will have to submit Earnest Money Deposit (EMD) along with bid, in the form of Demand Draft/Pay Order (PO) in original in the office of The Deputy General Manager (CPD), IFCI Ltd., IFCI Tower, 13<sup>th</sup> Floor, 61 Nehru Place, New Delhi -110019.

The envelope must be super-scribed on top of with '**Application for Deployment of Security Guards and comprehensive Housekeeping Services at IFCI Chandigarh (Office & Residential Colony)**'.

- **Technical Bid: :-**
- The bidder will have to deposit EMD Rs.50,000/- (Rupees Fifty Thousand 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 alongwith "Technical Bid" in the Drop Box placed at Reception Area at Ground Floor of IFCI Ltd., 61 Nehru Place, New Delhi -110019. Otherwise the bid will not be considered.
- 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 submitted. 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.
- **Financial Bid:-** 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.
- Proof for submitting cost of tender document and EMD are essential with technical bid otherwise bid in electronic form will not be considered.
- Submission of more than one bid is not allowed.
- IFCI reserves the right to reject any or all the offers without assigning any reasons thereof.
- The tender shall be submitted in two separate sealed covers, duly completed in all respects viz. one for "earnest money and technical bid" and the second for "Financial Bid (Price)".

## Data to be Enclosed

Full information shall be given by the Bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.

- a) Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, Tender Acceptance Letter etc. shall be furnished along-with tender.
- b) GSTN Details: The participating Bidder should be GST registered. Bidders will have to upload GSTN details along-with his technical bid. Non submission of GSTN details will lead to the rejection of the Bid.
- c) Organization Chart: The organization chart of the Bidder's organization, including names, addresses and contact information of the Directors/Partners may be furnished along-with the offer.
- d) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.
- e) Proof of Turnover for the last three years i.e. 2015-16, 2016-17 & 2017-18.
- f) Proof of Registration Number for PF, ESI, GSTN, Service Tax, TIN No. PAN etc.
- g) Evidence of minimum Five years' experience.
- h) In Case of Individual Tender: His/her full name, address and place & nature of business.
- i) 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.
- j) In Case of Companies: Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof.
- k) Details of cases pending with any Court of Law, if any, status thereof, to be submitted.

## Important Note:

- a) The Bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years
- b) The Bidder shall submit signed copies of PO/Work Order/Completion Certificate/Performance Certificate issued by client in support of satisfactory completion of similar works during last 5 years.
- c) "**Similar work**" means Security Services/ Housekeeping Services in multi-storeyed mod buildings in PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc.
- d) The Bidder shall submit signed copy of Tender Acceptance Letter as per Annexure.
- e) The Bidder should submit signed copy of details of the Organization, (giving list of works hand and carried out during the last 5 years, names & addresses of the clients, value work, number of manpower deployed and such other details in respect of works, along-v testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registrat Code, Company Registration No., VAT Clearance Certificate, Service Tax, TIN No., GSTN, and PAN etc.)

- f) List of Category-wise number of manpower employed on the rolls of the Contractor submitted. At-least 20% of the manpower to be deployed on our premises should be fr the regular rolls of the Contractor. An undertaking to this effect should be submitted.
- g) The Bidder shall submit signed and scanned copy of partnership firm/partnership deed any.
- h) The Bidder shall have adequate manpower, equipment etc. for smooth execution of work.
- i) The Bidder should have office (Head Office or Branch Office) in Chandigarh.
- j) The Bidder should also intimate official E-mail address and telephone numbers for communication in order to avoid loss of time. All communications from IFCI shall be sent E-mail/speed post.
- k) Integrity Pact (IP) shall be applicable.
- l) Offers of Bidders who are under suspension/banned/black-listed by any PSU/Government Department /PSU Banks/ or otherwise shall not be considered. Further, if any of partners/directors of the Contractor's organization/firm is blacklisted or having any criminal case against him/her, his/her bid shall not be considered. An Undertaking to this effect should be submitted.
- m) IFCI reserves the right to ask for any further documents/certificate/clarification from Bidder/Contractor relevant to the above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from IFCI, failing which suitable action shall be taken by IFCI.
- n) The Bidder will have to supply Bidder's Information along-with supporting documents duly signed and stamped as per Annexure.
- o) After opening of Technical bids, the bids shall be evaluated as per technical parameters mentioned in this document. Thereafter financial bids of the Bidders who are technically qualified, shall be opened. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address as per information provided by the Bidder Annexure.
- p) The bids shall be summarily disqualified in case of non-submission of required documents.

## **CHAPTER – 3**

### **Eligibility Criteria**

#### **1. Criteria for Pre-Qualification:**

The eligibility criteria for pre-qualification of Bidder are as under:-

- a) Similar Experience: The Bidder must have experience of similar work during the last 5 years in providing Security & Housekeeping Services in multistoried modern building in PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc.
- b) Details of technical and skilled manpower
- c) Financial Capability: Average Annual financial turnover during the last 3 years ending March 31, 2018 should be at least ₹ 1.00 Crore.
- d) Should have office (Registered Office/Head Office or Branch Office) at Chandigarh (with proof).

Bidders are requested to submit the supporting proofs/documents.



## CHAPTER-4

### SCOPE OF WORK (Part –I)

1. **Deployment of Manpower:** The appointed Contractor will have to deploy manpower as under:

Deployment Type	Category	No. of Persons to be Deployed	Place of Deployment
Security Guard (on 08 hourly basis)	Un-Skilled	03 Three	03 S/G at IFCI Bhawan, 1-C, Sec-27A, Madhya Marg, Chandigarh
		03 Three	03 S/G at IFCI Staff Colony, Sec-37B, Near Sanatan Dharm Mandir / Parshuram Mandir, Chandigarh

2. The personnel deployed by the Contractor should be duly qualified and trained having requisite experience of Security /guarding services. The following criteria is to be adhered to by the Contractor for deployment of Security Staff:

- i) Security Guard should be minimum 10<sup>th</sup> Class Pass.
- ii) Should be within the age group of 21-50 years with good built, free from all illnesses.
- iii) Should have undergone Basic Security Guard Training Program Level-I from a recognized training institute/ trainer.
- iv) Should have elementary knowledge of different type of in built firefighting equipment.
- v) Should have ability to identify a person through photo I-card, E-card, etc., with emphasis on the possibility and security risk of their misuse.
- vi) Should have sufficient knowledge of operating and controlling electronic security gadgets e.g. basic of PC, CCTV, baggage x-ray scanner, handling and use of wireless communications devices etc.
- vii) Should have knowledge in Access Control, bio metric system and anti-sabotage check.
- viii) Elementary knowledge/orientation about bio-metric access system.
- ix) As a first responder he should have basic idea of how to react in emergency like fire, earth quake, terrorist attack, sabotage etc. and his coordinative role.
- x) Should have the ability for identification of a suspect, through body language.

3. The above services are required on 24 hours basis for 365 days an year including Sundays, Festivals, National Holidays/ Holidays. Duty allocation and roaster control shall be the Contractor's responsibility. The above services are required on monthly job basis. The Contractor shall deploy required number of personnel as stipulated above in suitable shift duties. Exact working hours will be fixed in consultation with the concerned Officer-in-Charge of IFCI.

4. IFCI reserves the right to replace/change staff deployed by the Contractor, if the services of the staff are not found satisfactory and also reserves the right to modify requirement of personnel on need basis. In case, the proposed manpower deployed by the Contractor is increased or decreased by IFCI, monthly payment shall be made on the basis of actual deployment of manpower at site as per applicable rates. IFCI further reserves the right to change/alter place of duty of the security guards, as and when required.
5. Security Guards shall take rounds regularly and inspect the entire area and if any shortcoming observed, it should be rectified immediately. They shall be fully responsible for work done by them to the satisfaction of IFCI.
6. A list of persons deployed personnel, together with their qualification, experience and copies of the appointment letters, photograph of each personnel in uniform have to be submitted to IFCI at the time of commencement of the contract or in case of change/replacement of any person (s) during the period of the contract. Any subsequent changes in the deployment of personnel shall be notified in advance by the Contractor. IFCI may ask the Contractor to furnish the details of the deputed staff any time during the period of contract.
7. **Uniform:** The Contractor shall provide proper uniform with his organization's name/logo, shoe and I-card etc. to the manpower deployed at IFCI premises. Ceremonial Uniform (Leather Belt, Peak Cap, White spades for boots, Lanyard, Muffler/Tie, Ankle leather boots) to be provided to Security Personnel without any extra charges to IFCI on special occasion/VIP duties. During rainy and winter seasons Rain/Overcoats, umbrella, 4-6 feet long bamboo sticks, Whistles etc.) should be provided to the guards without any extra charges to IFCI.
8. The Contractor shall assist IFCI in maintaining liaison with Police Department or any statutory body on behalf of IFCI from time to time to get any permission, licenses, permit etc. as required.
9. The Contractor will organize necessary training to the staff deputed in IFCI as per directions of IFCI. The Contractor will also assist in organizing the emergency evacuation drill, basics of firefighting etc. in co-ordination with Fire Staff as & when directed by IFCI.
10. IFCI will not be responsible for any overtime (OT) or extra payments to the personnel deployed by the Contractor for any reason whatsoever. The above services are required on monthly job basis. Providing relievers or payment/OT in lieu of weekly off or Gazetted Holidays or leave to personnel deployed at IFCI Site will be the responsibility of the Contractor. The Contractor shall abide by all the prevailing Statutory Laws/compliances during contractual period with IFCI.

11. **Registers and Forms:** Necessary records of the attendance will be maintained and the same has to be enclosed with the monthly bills. Further, The Contractor shall be responsible to maintain the registers/forms as required under the prevalent labour laws in force from time to time. The Contractor shall maintain the registers/ record neatly, completely and legibly for inspection by various statutory authorities and the company officials.

12. After completion of the said contract period, it will be the responsibility of the Contractor to depute his representative until successful handing over of the Charge or to explain about the duties/responsibilities of IFCI Site (s) to the next selected contractor / agency.

### **SCOPE OF WORK – HOUSE-KEEPING SERVICES (Part-II)**

1. **Deployment of Manpower:** The appointed Contractor will have to deploy manpower as under:

Ser. No.	Deployment Type	No. of Persons to be Deployed	Category	Place of Deployment
(i)	Maintenance cum Caretaker cum Site In-Charge	One (01)	Skilled-II	(a) IFCI Bhawan, 1-C, Sec-27A, Madhya Marg, Chandigarh <b>and</b>
(ii)	Electrician	One (01)	Skilled-II	
(iii)	Gardener (Mali)	One (01)	Un-Skilled	(b) 02 Flats at IFCI Staff Colony, Sec-37B, Near Parshuram Mandir, Chandigarh
(iv)	Janitors / Sweeper	One (01)	Un-Skilled	
<b>Total</b>		<b>Four (04)</b>	--	

**Note:** All the above personnel are to be deployed on 08 hourly basis.

2. **List of Activities/ Material Covered Under Contract**

S. No.	Description
<b>(a) Maintenance Activities</b>	
(i)	General cleaning of office rooms and common areas partitions, lobby area, toilets, reception, entrance etc. Vacuuming/ brushing of carpeted areas. Room-freshening / Deodorizing as and when required.
(ii)	Horticulture work in IFCI Office Premises at Sec-27A and IFCI Staff Colony at Sec- 37B, Chandigarh, including surroundings. Regular replacement of plants/flower/ seasonal plants / plots as and when instructed.
(iii)	Collection and removal of waste paper and garbage from the above sites. Disposal of Final waste/ garbage on regular basis.
(iv)	Dusting/ cleaning of all furniture, wet & drying/ mopping, sponging from

	inside/outside with good cleansing agent.
(v)	Cleaning of light fittings/ fans/ tube lights and such other fittings/ false ceiling etc. including electronic items using special cleansing agents on need basis.
<b>(b) Stocking (Supply) of House-keeping Material / Toiletries &amp; Servicing of Equipment</b>	
(i)	Stocking of toiletries on regular basis such as tissue rolls, soaps/liquid soaps, naphthalene balls, urinal cubes, odonil, toilet cleaners, cleaning & scrubbing of toilets / WCs / urinal stands / wash basins / mirrors etc. at above sites.
(ii)	Cleansing agents such as cleanzo, phenyl or other non-acidic, non-corrosive agents with pleasant fragrance to be used.
(iii)	Pest Control of Office and Residential areas as stated above.
(iv)	Supply of Electrical items like LED Bulbs/ Tube-lights /Switches and Servicing of Split / Window ACs /Geysers /Fans /Microwave etc. as and when required.
(v)	Day to Day Plumbing/ Carpentry/ Civil Works with material

3. The Contractor shall deploy manpower as stipulated above at IFCI Sites having decent experience in their respective areas. 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.

4. The Contractor will provide all-inclusive comprehensive House-keeping services to IFCI. The stipulated manpower shall be deputed for six days a week except Caretaker cum Site In-charge. Caretaker cum Site In-charge will be required for 365 days an year including Sundays, Festivals, National/Gazetted Holidays.

5. The deployed manpower including Janitor shall be well-trained with professional knowledge in housekeeping, maintenance, pest control services, Gardening, Horticulture etc. The housekeeping workforce should be well mannered, well-dressed and proficient in the various types of housekeeping activities.

6. A list of persons deployed personnel, together with their qualification, experience and copies of the appointment letters, photograph of each personnel in uniform have to be submitted to IFCI at the time of commencement of the contract or in case of change/replacement of any person (s) during the period of the contract. Any subsequent changes in the deployment of personnel shall be notified in advance. IFCI may ask the contractor to furnish the details of deputed staff at any time during the period of the contract. The Contractor shall provide proper uniform with his organization's name/logo, shoe and I-card etc. to the manpower deployed at IFCI.

7. The above manpower may be used for shifting of files, equipment or otherwise, as per needs of IFCI. The services of the personnel deployed at site, shall be made available round the clock including Sundays and holidays without any extra payment.

8. The Contractor shall maintain Petty Cash worth ₹5,000/- with the Site In-charge/Caretaker at all the times to meet immediate requirements at the site.
9. IFCI will not be responsible for any overtime (OT) or extra payments to the personnel deployed by the Contractor for any reason whatsoever. The above services are required on monthly job basis. Providing relievers or payment/OT in lieu of weekly off or Gazetted Holidays or leave to personnel deployed at IFCI Site will be the responsibility of the Contractor. The Contractor shall abide by all the prevailing Statutory Laws/compliances during contractual period with IFCI.
10. IFCI reserves the right to replace/change staff deployed by the Contractor, if the services of the staff are not found satisfactory and also reserves the right to modify requirement of personnel on need basis. In case, the proposed manpower deployed by the Contractor is increased or decreased by IFCI, monthly payment shall be made on the basis of actual deployment of manpower at site as per applicable rates. IFCI further reserves the right to change/alter place of duty of the house-keeping staff as and when required.
11. **Registers and Forms:** Necessary records of the attendance will be maintained and the same has to be enclosed with the monthly bills. Further, The Contractor shall be responsible to maintain the registers/forms as required under the prevalent labour laws in force from time to time. The Contractor shall maintain the registers/ record neatly, completely and legibly for inspection by various statutory authorities and the company officials.
12. After completion of the said contract period, it will be the responsibility of the Contractor to depute his representative until successful handing over of the Charge or to explain about the duties/responsibilities of IFCI Site (s) to the next selected contractor / agency.

## **CHAPTER – 5**

### **Terms & Conditions**

#### **For**

Deployment of Security Guards and Comprehensive Housekeeping Services  
at IFCI Chandigarh (Office & Residential Colony)

Tender No. IFCI/CPD-Estate-CHRO/Tender/2019-20/31

## **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.

## **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.

## **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.

## **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.

## **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 exceptions 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 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.

## 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 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 cartelization.
  - 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.

## 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.

### **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.

### **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**

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**

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](mailto:rfpquery@ifcilttd.com) as per the schedule of dates given in the tender.

### **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.

### **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.

### **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 printer 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.

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.

### **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.

### **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.

### **Insurance**

The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the selected printer. The selected printer 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 printer.

### **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 printer, 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 printer 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.

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

### **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.

### **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.

### **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 printer'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.

### **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, dependence, 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.

### **Earnest Money Deposit (EMD)**

Document to be enclosed:

**Earnest Money** of Rs.50,000/ by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "IFCI Limited" payable at Delhi, is required to be submitted in a sealed envelope (off line mode).

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

Dy. General Manager (CPD)  
IFCI Limited, IFCI Tower  
13th Floor, 61 Nehru Place  
New Delhi-110 019  
Tel.: 011-26487444/41732000

- 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 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 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 5% (Five per cent) of the Contract 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.

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.

### **Return of Security Deposit**

Security Deposit/Bank Guarantee shall be released to the Contractor after deducting all expenses /other amounts due to IFCI, if any, after completion of the contract subject to satisfactory completion of the work.

#### **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.

### **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

### **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.

## **(II) MISCELLANEOUS CONDITIONS**

1. **Site Inspection:** Before submission of the offer, the Bidders are advised to inspect the site of work and the environment 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, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

2. **Law Governing the Contract and Court Jurisdiction:** The contract shall be governed by the law for the time being in force in India. The civil court having original civil jurisdiction at New Delhi shall have an exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

3. **Use of Office Space:** No space belonging to IFCI shall be occupied by the Contractor without written permission of IFCI.

4. **Rights of IFCI:** 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.

- a) To terminate the contract without assigning any reason whatsoever.
- b) 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.
- c) To get any part of the work done through other agency or deploy IFCI's own/hired or otherwise arranged resources, at the risk and cost of the Contractor after giving due notice period of two weeks to the Contractor in the event of:
- (i) Contractor's continued poor progress
  - (ii) Withdrawal from or abandonment of the work before completion of the work
  - (iii) Contractor's inability to complete the work as stipulated in the contract
  - (iv) Poor quality of work
  - (v) Any corrupt act of the Contractor
  - (vi) Insolvency of the Contractor
  - (vii) Persistent disregard to the instructions of IFCI
  - (viii) Assignment, transfer, sub-letting of contract without IFCI's written permission
  - (ix) Non fulfilment of any contractual obligations
  - (x) In the opinion of IFCI, the Contractor is overloaded and is not in a position to execute the job as per required schedule
  - (xi) If at any stage during contract period, any complex issue arises as a result of major shift in Central/State Govt. Rules & Regulations/notifications and solution to such issues is not rendered herein or such issues which do not find stable solutions for the contractual period within terms & conditions of the Tender/Contract Agreement, IFCI shall have the right to terminate such contract.

## 5. Responsibilities of the Contractor

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. The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- a) 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.
- b) 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 and Miscellaneous Provisions Act, 1952 EPF, Employees State Insurance Act/Scheme, 1948 (ESI), Contract Labour (Regulation and Abolition) Act 1970 Central Rules, 1971/Industrial Disputes Act, 1947 and Central Rules 1957,, 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/information as may be required by the Law.
- c) 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.
- d) 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.



- e) Contactor 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.
- f) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- g) 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.
- h) The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- i) 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.
- j) The contactor 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.
- k) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) standards as required by the related statutory laws or as per requirement of 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.
- l) The Contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet having details of all the payments given to the workers duly signed by the Contractor's representative should be furnished to IFCI site for record purpose.
- m) 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.
- n) The Contractor shall ensure hassle-free services to IFCI 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 to recover the costs incurred from your running bills/security deposit.

#### 6. **Notification of Empanelment**

IFCI shall notify the other successful vendors meeting the eligibility criteria, in writing by registered letter or by email, that vendor has been empanelled for housekeeping & security services. The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the empanelment.

#### **Period of Empanelment**

The vendor / firm/entity would be empanelled for 03 years with effect from date of allotment of the letter. Empanelment would be for a period of three years from the date of issuance of empanelment letter/agreement subject to satisfactory services and yearly review. If services provided by the vendor is found to be unsatisfactory or at any time it is found that the information provided for empanelment or any tender is false or irregular while applying for the tenders , IFCI shall reserve the right to remove such vendors from the empanelled list without giving any notice to the vendors in advance. Any vendor, empanelled under this empanelment, if fails to participate in more than 3 (Three) /requests floated by IFCI, they may be removed from the list of empanelled vendors.

**7. The duties of security guards is as follows:-**

- i. Round the clock security of IFCI property, personals, equipment's, Vehicles etc.
- ii. Frisking of all staff working in IFCI.
- iii. Switching off the lights, fans etc in toilets, lobby, rooms after office hours.
- iv. Guidance to visitors for proper parking of vehicles.
- v. Patrolling round the clock in IFCI Bhawan/Colony building at each floor, front and back lawn to avoid any theft.
- vi. Opening of lock of rooms in the morning and closing in the evening on all working days at all floors.
- vii. Protection of building property/personals from anti socials elements.
- viii. Protection of lawn from animals.
- ix. Operation of main gates i.e. opening in the morning and closing in the evening.
- x. Report to Designated Officer of IFCI in case of any mis-happening.

**8. Monthly Payment:** The payment shall be released on monthly basis after the close of each month against the invoice provided by the Contractor. The monthly 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 reason/damages caused by the Contractor or his employees, down time etc., as applicable. Income tax and other taxes and surcharge at source, as applicable will be deducted from your payments at the prevailing rates. The payment shall be made on submission of the following documents:

- a) Certificates with regard to payment made to staff deployed at IFCI Site (s) in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt., Delhi Administration or the Central Govt. whichever is applicable. The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employees along-with bills. Payment shall be directly remitted in Bank A/C of the workers as per latest guidelines of the Labour Department.
- b) Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along-with certificate.
- c) The Contractor will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and IFCI will not assume any responsibility thereto.

9. IFCI will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any statutory compliance (s). The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and

IFCI will have no responsibility, whatsoever. Receipt of any complaints on this ground shall be viewed seriously.

10. This being a pure works contract, the personnel engaged and deployed by the Contractor at IFCI Office/Residential Premises will be in no way be deemed as working under the employment of IFCI and there shall exist no employer-employee relationship between IFCI and the Contractor or his personnel deployed by him. It is expressly understood that there shall be no legal relationship of whatsoever subsists between IFCI and such personnel employed by the Contractor.

11. The Contractor or his personnel shall have nothing to do with IFCI either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws in force or introduced at any time during the currency of the Contract by the State/Central Government. The Contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality.

12. The employees of the Contractor will work strictly under the direction and administrative control of Manager/Supervisor/Site Engineer designated by the Contractor. 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.

13. 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 of IFCI and they shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working or tenants and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.

14. The Contractor will have to pay at-least minimum rates of wage, circulated from time to time by Govt. of Chandigarh 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 Labour Department. IFCI shall not in any way be responsible for making payment wages to the personnel deployed.

15. The Contractor shall be liable for indemnifying IFCI from any liability on account of his employees and/or meeting any Statutory Obligations required under labour Laws of the Central/State Government(s). IFCI will therefore not assume any responsibility thereto.

16. Thorough checking of employees of the Contractor during entry/exit shall be done by security staff of IFCI.

17. **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. If the defect is not rectified within 30 days than 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.

18. **Strikes & Lockout:** 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 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/security deposits. Further, IFCI reserves the right to terminate the contract in case of any strike/lockout of the Contractor.

### 19. **Arbitration & Reconciliation**

- a) 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 the CEO& MD of IFCI.
- b) The award of the Arbitrator shall be binding upon the parties to the dispute.
- c) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments 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 held at Delhi and the language of the proceedings shall be in English. Subject to the above, the Courts at Delhi alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.
- d) The cost of arbitration shall be borne equally by both the parties.
- e) Work under the contract shall be continued during the arbitration proceedings.
- f) 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.

20. 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 the right to give three months' notice in case Contractor intends to discontinue the contract.

### (III) **OTHER MISCELLANEOUS CONDITIONS OF THE CONTRACT**

1. **Contractual Rates:** The Bidders are required to quote comprehensive, all inclusive rates for the year (excluding applicable Govt. taxes) in the format given at Annexure. Subject to the performance of the successful bidder being satisfactory during the year of the contract, IFCI may consider extension of the contract by one more year, at its sole discretion, but without any obligation and in such case the rates for the second year shall be equivalent to rates for the 1<sup>st</sup> year. The Bidders are advised to consider possible revision in rates of Dearness Allowance (DA) that may occur during the tenure of the Contract/Extension, to be notified by the Govt. of Chandigarh from time to time, while quoting the rates. IFCI shall not bear any hike in DA during the tenure of the Contract/Extension. However, in case of any revision in rates of Minimum Wages (MW) duly notified by the Govt. of Chandigarh, the differential rates of MW in full shall be borne by IFCI. The differential rates shall be arrived at over the prevailing pre-revised rates of Minimum Wages and in such case, the other terms and conditions of the Contract shall remain unchanged. No other charges shall be borne by IFCI.

2. Monthly rates shall be arrived at by dividing the Quoted Annual Rates by Twelve. The percentage of hike in MW shall be arrived at by taking **AVERAGE** percentage of hike in MW over the prevailing pre-revised rates of MW of all the Categories mentioned in 'Scope of Work' except 'Above Skilled Category'. IFCI shall pay the differential MW only if claimed by the Contractor, in case Minimum Wages are increased. The final payment shall be released on the basis of actual deployment of manpower for the related duration/month.

3. IFCI reserves the right to adopt any other methodology or provision in terms of statutory compliances/Minimum Wages, if felt necessary at any time during the tenure of the Contract/extension and in such case (s), the decision of IFCI shall be final and binding to the Contractor.

4. The Contractor shall be required to give an undertaking as a token of acceptance of the extension of the Contract for the third year, if offered by IFCI and in such case, all the other terms and conditions of the Tender, Corrigendum/Addendum, if any, and Contract Agreement will remain unchanged.

#### 5. **GST Clause**

(i) The Contract value should be exclusive of all applicable Indirect taxes, levies, duties, cesses and surcharges. Any Indirect Tax (such as service tax, VAT/ CST, entry tax, customs duty, excise duty or any other tax or GST) will be charged and recovered over and above the agreed consideration.

(ii) In case any credit, refund or other benefit is denied or delayed to IFCI due to any non-compliance by the Contractor (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents/ invoice prescribed under Law by the Contractor, the Contractor shall reimburse IFCI the loss including but not limited to, the tax credit loss, interest and penalty.

6. **Commencement of Work:** The Contractor shall commence the work as per time/date indicated in the Letter of Intent/Work Order issued by IFCI and shall proceed with the same with due expedition without delay. If the Contractor fails to start the work within stipulated time as per LOI/Work Order, IFCI will have the right to cancel the contract. The Earnest Money and/or 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.

7. **Manpower:** The Contractor shall deploy the stipulated manpower in the tender document at IFCI Tower and other sites of IFCI having requisite qualifications, professional competency and work experience in respective areas of their duties as outlined in 'Scope of Work' to the satisfaction of IFCI in appropriate shift duties.

8. IFCI will not be responsible for any overtime (OT) or extra payments to the personnel deployed by the Contractor for any reason whatsoever. The above services are required on monthly job basis. The Contractor shall deploy adequate number of personnel as stipulated in the tender document in suitable shift duties. Providing relievers or payment/OT in lieu of weekly off or Gazetted Holidays or leave to personnel deployed at IFCI Site/Sites, will be the responsibility of the Contractor without any extra payment by IFCI. The Contractor shall consider all the charges including relieving charges/service charges/material charges/administrative charges etc. while quoting the offer.

9. IFCI reserves the right to modify requirement of personnel on need basis from time to time. In case the proposed manpower deployed by the Contractor is increased or decreased, accordingly the monthly charges will also be paid proportionately by IFCI based on applicable rates quoted by the Contractor.

10. A list of persons deployed personnel, together with their qualification, experience and copies of the appointment letters, photograph of each personnel in uniform have to be submitted to IFCI at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. Any subsequent changes in the deployment of personnel shall be notified in advance. IFCI may ask to furnish the details of personnel deployed by the Contractor at any time during the period of contract.

11. The Contractor has to arrange for the latest Police verification from the parental Police station of the employee as well as from the present residential address Police station of the persons deployed within forty five days (45) from the date of Award of Work.

12. Performance Indicator/Uptime: The Contractor during the contract shall be responsible to maintain the complete systems/equipment/software in good working condition by maintaining minimum uptime 95%, which shall be calculated for each individual system, which form part of the overall system of the building. The uptime shall be calculated on monthly basis and proportionate deductions shall be made from the payment to be made to the Contractor for the correspondence month for which an uptime of 95% could not be maintained. The deduction shall be as follows:

S. No.	Uptime	Deductions
(i)	95 – 100%	No deduction
(ii)	80 – 95%	10% of the total value of the Monthly bill
(iii)	70 – 80%	20% of the total value of the Monthly bill
(iv)	Below 70%	30% of the total value of the Monthly bill
Note: (a) No complaints in regard to systems etc. should remain pending for more than 24 hrs., however these need to be attended immediately without loss of time.		
(b) Non-availability of spares/any other reasons shall not be acceptable under any circumstances and will attract penalty, as applicable.		

13. The employee of 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 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 the individual employee if the services rendered by him are not found to be satisfactory.

14. After completion of the said contract period/extension, it will be the responsibility of the Contractor to keep his existing operational team along-with representative of the firm/Co. at site till handover of the charge and to explain about the duties/responsibilities of IFCI Site (s) to the new Contractor/agency to the satisfaction of IFCI, else IFCI shall be at liberty to take appropriate action.

15. All Annexures are to be submitted with the bids duly signed and stamped. and Corrigendum/Addendum, if any will form part of the Contract Agreement.

## **CHAPTER – 6**

### **ANNEXURES**

**RFP No: IFCI/CPD-Estate-CHRO/2019-20/31**

**IFCI Limited, IFCI Tower, 61 Nehru Place,  
New Delhi - 110019.**

**Annexure – 1**

**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.

- i) Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IFCI.
- ii) Notice Inviting Tender (NIT)/ (Technical Bid)
- iii) Financial Bid
- iv) Documents referred to in tender document
- v) 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 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:

## Annexure -2

### 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:**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) [www.ifcilttd.com](http://www.ifcilttd.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/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

**Annexure-3**

**Bidders Information**

Date: \_\_\_\_\_

S. No.	Particulars	Information
1	Name of the Bidders/Firm	
2	Address of Firm/ Company	
3	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
4	Authorized Person- Name	
	Designation	
	Mobile	
	E-Mail ID	
5	Alternate Authorized Person- Name	
	Designation	
	Mobile	
	E-Mail ID	
6	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
7	ESI Number & DATE (Valid ESI code required)	
8	PAN	
9	TIN No.	
10	VAT No.	
11	GST No.	
12	Company Registration No.	
13	Year of Registration/Incorporation	
14	Service Tax Registration No.	
15	Income Tax Return for last 3 years.	
16	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
17	Particular of Earnest Money Deposit (EMD)	
	Amount	₹
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	

18	The details of registered office	
19	Whether, MSME, if yes, attach valid copy of certificate.	
20	Whether you accept all the terms and conditions of the tender; Yes/No	

(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-4**

**PRE QUALIFICATION CRITERIA**

**A. Details of Similar Experience:** Security & Housekeeping Services work in multistoried modern building during the last 5 years from.

S. No.	Name & Address of the client, Concerned Person and Contact/ Mobile No	Name & Location of Work	No. of Floors in Building in which Security & Housekeeping Services provided (indicate for both services)	Registration No. for both (PSARA for security & Regd No. for Housekeeping) Yes/No	Value of Work (In lakh)	Contract Period (from_ To_)	Completion/ Performance Certificate enclosed 'Yes' or 'No'	Any other information you shall like to give
1	2	3	4	5	6	7	8	9
<b>SECURITY SERVICES</b>								
<b>HOUSEKEEPING SERVICES</b>								

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

**B. Details of Technical and Skilled Manpower**

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

**C. Financial Capability:** Average Annual Turn Over of the Bidder during the last 3 years as under:

Ser. No.	Financial Year	Turnover (₹ in lakh)
(i)	2015-16	
(ii)	2016-17	
(iii)	2017-18	
<b>Average</b>		

**D. Registered Office/Head Office or Branch Office Address of the Agency (with proof):**

Place	Full Address & contact details
Chandigarh	

(Fill up the above table and enclose supporting documents.)

Date:  
Place:

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

**Annexure -5**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

(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,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: i) NIT/Tender No.....,  
ii) All other pertinent issues till date

I/We \_\_\_\_\_ hereby declare and confirm that I/we have visited the site as referred in IFCI Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site (s). I/We further confirm that the above information is true and correct and I/we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date:

Place:



**Annexure -6**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
(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,

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/Authorization 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 -7

Escalation Matrix

**Tender No:** -----

**Dated:** .....

(Starting from the person authorized to make commitments to IFCI till the person in rank of CEO/VP) for both places viz., Chandigarh & NCR Delhi

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:**

<b>Sr. No.</b>	<b>Section Number</b>	<b>Page Number</b>	<b>Query</b>

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

### 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 anti-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 form, 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/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 an 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 11

### **BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

(To be executed on Non-judicial Stamp Paper of ₹ 100/-)

To  
IFCI Limited  
IFCI Tower, 61 Nehru Place  
New Delhi-110019

Bank Guarantee No.:  
Date:  
Amount:  
Valid upto:

THIS DEED OF GUARANTEE made this \_\_\_\_Day of \_\_\_\_, 2019, by The Name of Bank \_\_\_\_\_, a banking company incorporated under Banking Regulation Act, 1949/Banking Companies Act, 1956/ Banking Companies Act, 1970 having its Head Office at \_\_\_\_\_ and having Branch at \_\_\_\_\_ (hereinafter called the Bank, which expression shall unless repugnant to the context and meaning thereof includes its successors).

#### **In favour of**

M/s. IFCI Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi-110019, India (hereinafter called "**IFCI**", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns).

WHEREAS IFCI and **M/s (Name of the Contractor/\_\_\_\_\_**, having their Registered Office at (**Address of the Contractor\_\_\_\_\_** (hereinafter called "**the Contractor**", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns) have issued Award Letter/LOI No. .... dated ..... whereby the Contractor has agreed to carry out the work of "**(Name of work \_\_\_\_\_**" **subject** to the terms therein contained.

AND WHEREAS in accordance with the terms and conditions of the Agreement, the Contractor has agreed to furnish a Bank Guarantee to IFCI in the form acceptable to IFCI, for a sum of ₹ \_\_\_\_\_ (**Rupees\_\_\_\_\_**) (**equivalent to 10 per cent of the contract value**) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish an irrevocable guarantee in favor of IFCI to duly secure the performance by the Contractor of its obligations under the Agreement of Services on the terms and conditions herein contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of Contractor's non-performance, non-observance and non-compliance of the same for any reasons, the Bank shall absolutely, irrevocably and unconditionally without any right of set off or counter claim, forthwith upon receipt of a written demand by IFCI and without demur or protest and without reference to the Contractor

pay to IFCI a sum not exceeding ₹ \_\_\_\_\_. A demand so made by IFCI shall be final and binding on the Bank and the Bank shall be obliged to pay the amount demanded forthwith to the Employer.

2. The Bank's liability under this Guarantee is restricted to ₹ \_\_\_\_\_/-

3. The decision of IFCI, for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, of the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.

4. Any demand for payment under the Guarantee shall be made on the Bank by IFCI in writing at **The Name of Bank \_\_\_\_\_ with address \_\_\_\_\_** and shall be deemed to have been sufficiently made by IFCI if the writing containing the demand is sent and received by the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.

5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to .....

6. As between the Bank and IFCI (but without affecting the Contractor's obligations) the bank shall be liable under this Guarantee as if it were the Principal Debtor. The bank's liability hereunder shall not be discharged nor shall its liability be affected by:

- (i) Any time, indulgence, waiver or consent at any time given by IFCI to the Contractor;
- (ii) Any amendment to the Agreement;
- (iii) The making or the absence of any demand by IFCI on the Contractor or any other person for payment;
- (iv) The enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
- (v) The illegality, invalidity or unenforceability of any defect in any provision of the Agreement or of any of the Contractors obligations there under;
- (vi) The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative receiver of the Contractor.

Provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger or amalgamation or reconstruction or the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.

8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise, defenses, setoffs, counter claims, recoupment, reductions, limitation and impairments.

9. IFCI shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the Contractor or to postpone from time to time any of the

powers exercisable by IFClS against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank provided that nothing contained hereinabove extends or enlarges the liability of the Bank under this guarantee.

10. The Bank waives any right requiring IFCI to proceed first against the Contractor or requiring IFCI to first enforce any other security or any other guarantee.

11. The Bank agrees and confirms that its obligation to make payment to IFCI on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of IFCI the legal consequence of which may be the discharge of the Bank as guarantor.

12. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the bank has full power to enter into and performance and discharge its obligations undertaken hereunder and this his Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.

13. This guarantee shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in New Delhi.

14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched or acknowledged as received as follows:

**IF to the Bank:**

The Branch Manager

The Name of Bank and Address

\_\_\_\_\_

**IF to IFCI:**

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

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of immediately after the date of transmission with confirmed answer back if transmitted by e-mail, telex, cable or facsimile, whichever shall first occur.

15. Any forbearance or indulgence on the part of IFCI in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

16. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained herein above

- (i) Our liability under this guarantee shall not exceed ₹ \_\_\_\_\_
- (ii) The Bank guarantee shall be valid up to **Contract period (+) 3 months i.e.**\_\_\_\_\_ and
- (iii) It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before **till expiry date**\_\_\_\_\_ , failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

For Name of Bank\_\_\_\_\_

Manager

Place: New Delhi

Date: \_\_\_\_\_

**Annexure – 12**

**NO DEVIATION CERTIFICATE**

(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,

Sub: **Declaration by Authorized Signatory**

Ref: i) NIT/Tender No.....,  
ii) All other pertinent issues till date

I/We hereby confirm that I/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 my/our tender shall deemed to be withdrawn.

I/We also hereby confirm that I/we have neither set any Terms and Conditions and nor I/we have taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

I/We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact and acceptance to reverse bidding process.

I/We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

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

Date:  
Place:



**Annexure -13**

(On Company Letter Head)

Ref No.

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

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

**CERTIFICATE OF UNDERTAKING- PAYMENT OF WAGES**

It is certified that all the dues of personnel deployed at IFCI Site, for the said contract, have been paid up-to..... by us, in accordance with the latest rates of Minimum Wages, as fixed by the State Govt./Chandigarh Administration Wages Act/State Regulation Order. All the statutory obligations/requirements have been compiled with, in regard 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 include the contributions deducted from all personnel deployed at IFCI Tower.

Regards

Signature  
(Name of the Authorized Person)

For & on behalf of (Name of Company)

Seal of the Company

(On Company Letter Head)

Ref No.

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

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

**CERTIFICATE OF COMPLIANCE- HEALTH, SAFETY & ENVIRONMENT LAWS**

It is certified that, we..... (Name and Address of Contractor) have  
complied with provision of (tick ✓as applicable)

- a) Environmental (Protection) Act 1986 and Environment (Protection) Rules,1986
- b) Waste/Hazardous waste (Management, Handling and Trans-boundary movement rules, 2008).
- c) Batteries (Management and Handling) Rules, 2001.
- d) Punjab Fire Services Act, 2004.
- e) All of the above.
- f) None of the above.

Yours faithfully,

Signature  
(Name of the Authorized Person)  
For & on behalf of (Name of Company)  
Seal of the Company



**Annexure – 16**

**(VI) Financial Bid**

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

<b>Job Description</b>	<b>Comprehensive Amount (excluding taxes) per month</b>
<b>Deployment of Security Guards &amp; Comprehensive Housekeeping Services including Material charges as per Scope of Work</b>  <b>I. Security</b> Security Guard - 6 (six) (Multiplied by six) <b>II. (Housekeeping)</b> (i). Maintenance-cum-Caretaker-cum-Site In-charge (Skilled-II) – 1 (one) (ii). Electrician (Skilled-II) – 1 (one) (iii). Gardner (Mali) (Unskilled) – 1 (one) (iv). Janitor/ Sweeper (Unskilled) – 1 (one) <b>III. Housekeeping Material</b>	
Total in Figures :	
Total in words (Rupees .....	
Note: The rates quoted in the tender should be exclusive of GST and / or any other applicable taxes.	

**Note:**

- 1. Evaluation of Financial bids (L -1) will be based on the price quoted by the Bidder.**
- 2. Annual charges shall be arrived at multiplying by twelve.**
- 3. Submission of offer in any other format may result in cancellation of the offer.**
- 4. Enclose copy of Latest Minimum Wages Circular issued by Chandigarh Administration.**

Signature  
(Name, Signature, Seal of the Contractor or Authorized Person with date)  
For & on behalf of (Name of Company)

**Annexure – 17**

**Application for Empanelment of Vendors**

Format of Undertaking (on Company's Letter Head)

*(The bidder shall submit together with CHECK LIST & other documentary evidences)*

To,

IFCI Limited, IFCI Tower, 61,  
Nehru Place, New Delhi – 110019.

Dear Sir/ Madam,

**Tender Ref No:**

**Sub: - Application for Empanelment of Vendors**

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to empanel our company *for providing security & housekeeping services* for as required by IFCI. The period of empanelment is for a period of 3 years from the date of issue of this letter. We submit our Bid Documents along with CHECK LIST. We understand that:

1. We undertake to respond to any Request as and when called for by IFCI under tendering process.
2. We further confirm that any offer in response to Request will be in conformity with the terms and conditions as mentioned therein.
3. We understand that, IFCI is not bound to accept the application and may reject all or any application without assigning any reason or giving any explanation whatsoever.
4. We understand that IFCI reserves the right to withhold my application for empanelment, issue documents to any empaneled vendor, and also annul the empanelment process without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on yearly basis and, if found unsatisfactory, IFCI shall have the sole discretion to remove us from the list of empaneled vendors
6. We also confirm that we have not been disqualified by any PSU / Government agencies /Banks for the related work.
7. We accept all the Instructions and Terms and Conditions of the subject ,Dated\_ this \_day of \_2019 \_\_\_\_\_

Yours faithfully,

Authorised Signatory (Signature and Seal of the Company / Firm)

Name & Designation :

Date:

**Annexure-18**

**Document Annexure – Index**

Interested applicant(s) conforming to the above requirements may respond by furnishing the documents in following order. Each document must be numbered properly. In case the documents are not attached in the relevant order the application is liable to be rejected.

<b>S.no</b>	<b>Document Attached</b>	<b>Reference Page No ( )</b>
1	Tender Forwarding Letter <b>as per Annexure 1</b>	
2	Tender Acceptance Letter <b>as Annexure -2</b>	
3	Bidders Information <b>as per Annexure 3</b>	
4	Pre-Qualification Criteria <b>as per Annexure 4</b>	
5.	Declaration confirming knowledge of site condition <b>as per Annexure 5</b>	
6	Declaration by Authorized Signatory <b>as per Annexure 6</b>	
7	Escalation Matrix <b>as per Annexure 7</b>	
8	No Relation with IFCI <b>as per Annexure 9</b>	
9.	Integrity Pact <b>as per Annexure 10</b>	
10	No Deviation Certificate <b>as per Annexure 12</b>	
11	Payment of Wages <b>as per Annexure 13</b>	
12	Certificate of Compliance, Health, Safety & Environment Laws <b>as per Annexure 14</b>	
13	PROFORMA FOR FINANCIAL BID <b>as per Annexure 16</b>	
14	Other supporting documents to substantiate the statements of the Bidder wherever necessary.	

**Note:** Pl ensure that all the documentary evidences are paginated and the details of the same are mentioned under Page No- Annexure reference column for ease of evaluation process. In case the documents are not indexed as per above, the application may be rejected.