

No. IFCI/CPD- Services/E-Tender/2020-21/05

Dated 05.06.2020



Request for Proposal
of
Comprehensive Annual Maintenance
Contract of EPABX, KTS, HID i-Class System

Mode of Tender – Online

Last Date of Submission of Bids

05:00 PM on 26/06/2020

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

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.

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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

Sealed tenders are invited by IFCI for Comprehensive Annual Maintenance Contract of

- (i) ARIA -1000 EPABX (400 Lines) including operation & cabling work
- (ii) NEC ASPILA EX KEY TELEPHONE SYSTEM (KTS) including operation & cabling work
- (iii) HID I-Class Proximity Reader for Access Control System (ACS)

for a period of two year with one-year extension subject to satisfactory performance.

Bidders are invited to submit their proposal in accordance with the enclosed Request for Proposal (RFP).

Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose.

Key Events & Dates

Tender Notice No	IFCI/CPD-Services/E-tender/2020-21/05
Tender Name	Comprehensive Annual Maintenance Contract of EPABX
Date of Issue	05/06/2020 09.30 AM
EMD	Rs. 25,000/-
Date of Pre-Bid Meeting with the bidder	12/06/2020, 11:00 AM
Last date for seeking clarifications, if any	19/06/2020, 05:00 PM
Last date and time of submission of (Technical & Commercial)	26/06/2020, 05:00 PM
Tender Document	The details can be downloaded free of cost, from www.eprocure.gov.in or from IFCI website: https://www.ifcilttd.com/(Tenders - procurement-goods-and-services) .
Date and time of opening of Technical Bids	29/06/2020, 11:00 AM
Date and time of opening of Commercial Bids	To be informed later
Address for communication and Pre bid meeting	DGM (CPD) IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi - 110019
Name of the contact person for any clarification	Ms. Prabha Sharma (Manager) 011-4172127 Mr. Saurabh Kumar (DGM) 011-41732130
e-mail Address	Please quote the RFP No in the Subject Line of the e-mail rfpquery@ifcilttd.com

Site Inspection:- Before submission of offer, the interested parties are advised to inspect the site of work, equipment, telephone exchange, etc. and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

Chapter -2

Scope of Work

Name of Work

Comprehensive Annual Maintenance Contract of (i) ARIA -1000 EPABX (400 lines) including operation & cabling work (ii) NEC ASPILA EX KEY TELEPHONE SYSTEM (KTS) including operation & cabling work (iii) HID iClass Proximity Reader for Access Control System (ACS) at IFCI Tower, Nehru Place, New Delhi for a period of two year with one year extension subject to satisfactory performance.

Eligibility Criteria

Sl.	Eligibility Criteria	Document Required
1	Average Annual financial turnover during the last 3 years, ending March 31 2019 should be at least Rs.2 lakhs.	Copy of Balance sheet and ITR FY19, FY 18, FY 17
2	The contractor/agency/firm must have experience of similar works during the last 3 years in operations and maintenance contract of High rise building/multistoried modern building having in PSUs/PSU Banks/Financial Institutions/MNCs/Corporates etc.	LOI / Work Order/ PO / completion certificate
3	The contractor should have experience of maintaining of ARIA 1000 EPABX system and Access Control System for a minimum of two years.	LOI / Work Order/ PO / completion certificate / any other document confirming the compliance.
4	The contractor should have a Registered Office/Branch in Delhi/NCR at least for the last 3 years.	Address proof / Telephone bill/ Electricity Bill / shop act license / GST

Note: Bids satisfying the above essential conditions will only be considered for opening of the commercial bids. In absence of the proof of supportive document the bids will not be considered.

EPABX System {ARIA 1000 (400Lines)} & NEC ASPILA EX KEY TELEPHONE SYSTEM (KTS)

The vendor shall provide comprehensive maintenance service to keep all the equipment's / system in good working condition. The service will comprise preventive and corrective maintenance on monthly/ fortnightly basis and also on call basis, in case of breakdown, etc. The service will include carrying out of the necessary repairs/ maintenance, replacement of parts/ equipment's up-gradation of software etc. free of cost.

The Vendor shall ensure that the reported fault/support request is attended to promptly/same day and in any case sorted out within a maximum of Four (04) hours from the reporting time. If any equipment/machine is not repaired within the above period, a standby machine shall be provided immediately. In case any machine is non repairable, then equivalent model of same/different make will be given as replacement without any additional cost.

In case if any of the equipment cannot be repaired at site, it has to be taken to your service center and standby equipment shall be provided by you. In the event of repairs/replacement of parts, the vendor shall undertake the same with the prior approval by IFCI. All repairs/maintenance/servicing etc. is to be done by the vendor without any additional cost.

The vendor during the AMC shall be responsible to maintain the equipment in good working condition by maintaining minimum uptime of 95%. The uptime would be calculated on monthly basis and proportionate deductions would be made from the payment to be made to the contractor for the months for which an uptime of 95% could not be maintained.

IFCI shall give the vendor full access to the equipment to enable to provide maintenance/support services.

In case any of the items is required to be taken away for repair, the same shall be subject to the prior written permission of IFCI.

Routine Preventive Maintenance Schedule: The Contractor would also prepare a Preventive Maintenance Schedule of all the systems.

The contractor will maintain an inventory of critical spare parts/ consumables etc. (at IFCI premises) for the purpose of corrective and preventive maintenance and submit the list along with technical bid.

ACCESS CONTROL SYSTEM AT IFCI TOWER:

Specifications of the Device & Accessories:

Sl.	Description of Equipment/Item	Make/Brand	Quantity
(i)	Proximity Reader for IN/OUT - with Power Supply 12V 5 Amp - with Electro-Magnetic Lock 600 lb - with Push Button Opening	HID iClass	26
(ii)	Four Reader Access Controller Communication with 26 RS 485 Communication Interface	HID iClass	10
(iii)	Proximity Reader for IN/OUT with Power Supply and Reader Access Controller with Communication Interface and other related accessories	Syrus	01
(iv)	Proximity Reader for IN/OUT with Power Supply and Reader Access Controller with Communication Interface and other related accessories	ESSL	01

Preventive Maintenance:

Mandatory monthly visit for overall inspection of Access Control System (ACS).

- To check general condition of all ACS.
- To inspect the condition and functioning of controllers/supply units.
- To maintain the cables/clean controllers and reader as well as EM locks and major equipment's.
- To maintain functioning of the ACS system.
- To maintain software and ACS.
- To visually inspect all the cable connections and adjust, wherever necessary.

The above list of equipment is indicative only. All accessories / allied equipment's shall be deemed to be included. Any equipment/device/wiring/panel etc. which is not indicated in the above list, but forms part of the overall system, shall be deemed to be included in the Scope of Work. The bidders may inspect the building/premises thoroughly, before quoting for the work. The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.

The contractor shall maintain adequate stock of frequently required spares/ consumables for rectification works so as to ensure that the faults are rectified immediately without any downtime. It shall be the responsibility of the contractor to provide special tools, always in readiness, so that break downs are attended immediately on their occurrence.

Emergency Repair Service

The vendor shall be responsible to provide Engineers / technicians at any time including Sundays and public holidays to give immediate attention to system breakdown or unforeseen emergency conditions and to attend emergency call out service and repair resulting from normal wear and tear at no extra cost.

Monthly Visit

The engineer/technician of the vendor shall pay mandatory monthly visit to IFCI Tower. In case of Engineer/ Technician failing in monthly visit, IFCI shall be at liberty to deduct suitable penalty amount at sole discretion of IFCI, of the monthly billing amount.

In case any of the equipment's cannot be repaired at site, it has to be taken to your service Centre. In the event of repairs/replacement of parts, the vendor shall undertake the same with the prior approval by IFCI. Any Item/ Equipment taken by the contract shall be required/ replaced and installed within 7 days of reporting of the fault.

IFCI shall give the vendor full access to the equipment's to enable to provide maintenance /support services.

In case of renovation/ modification of any floor, the contractor has to ensure safe removal of existing Access Control System/ EPABX System / NEC AS PILA Ex KEY Telephone System (KTS) and re installing of the same without any extra cost.

IFCI, at any time during the contractual period, may assign the job of carrying out any specific work or up gradation/replacement of any system/equipment/accessory to the contractor as per requirement, which is not covered under scope of the work, on competitive prevailing market rates at its sole discretion. Payment will be made separately on submission of bills for the said work.

After completion of the said contract period, if the said work awarded to another agencies/firms/contractor, it will be the responsibility of the contractor to depute his representative to explain about the installed equipment(s)/system(s) in the building to the new contractor/agency and to hand over the entire system(s) to next selected Contractor as per directions from IFCI within 15 days in good working condition. In case the system is not handed over within the above period, IFCI shall be at liberty to deduct 25% of their security deposit, thereafter maximum deduction upto 50% upto 3 months.

EXECUTION OF CONTRACT AGREEMENT:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by IFCI. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful bidder shall be required to execute an agreement in the prescribed form, with IFCI, within 15 days after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The expenses for preparation of Agreement document shall be borne by the contractor.

Chapter 3

Instructions to Bidders

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

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

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

2. Bidder shall submit their offers online in an electronic format both for "Technical" and "Financial bid". However, Earnest Money Deposit (EMD) as prescribed, in original should be submitted physically in the office of Deputy General Manager (CPD), IFCI Ltd., IFCI Tower, 15th Floor, 61 Nehru Place, New Delhi -110019 on all working days during working hours before the last date and time of submission of bid.

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

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

- i. The bidder will have to deposit EMD Rs.25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favor of "IFCI Ltd." payable at New Delhi before opening of "Technical Bid" in the office of Dy. General Manager (CPD), IFCI Ltd., IFCI Tower, 15th Floor, 61 Nehru Place, New Delhi -110019 and obtain a receipt thereof and bidders shall upload the scanned copy of receipt as proof of depositing EMD along with technical bid. Otherwise the bid in electronic form will not be considered.
- ii. The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre- qualification of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats i.e. all Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by the authorized representative along with date as token of acceptance of the terms & conditions of tender and uploaded.

b) **Financial Bid (.xls):**

This envelope shall consist of financial format/schedules. The rates as given in the schedule shall quote in figures and the rates must be exclusive of all taxes in

financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

4. Submission of more than one bid is not allowed.

5. Validity of bids:

Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 90 (ninety) days from the last date of submission of Bid.

6. IFCI reserves the right to reject any or all the offers without assigning any reasons thereof.

7. Conditional bids would be summarily rejected.

8. Site Inspection:

Before submission of offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

9. Criteria for Pre-Qualification:

The bidder has to submit all the supporting documents along with application as stipulated.

10. Authorization and Attestation:

The bidder has to submit an authorization letter or valid Power of Attorney on behalf of company/firm for signing the document.

Chapter 4

Standard Terms and Conditions

Language

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

Instructions

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

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

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

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

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

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

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

Amendment of the BID Document

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

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

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

Clarification of Tender Document

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

Validity and Evaluation

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

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

Bid Evaluation

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

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

In order to conduct detailed examination, any time during the process of evaluation, IFCI may at its discretion ask a specific clarification/s from a bidder or all bidder's regarding their Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. The evaluation committee constituted for the purpose, may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Evaluation of Technical Bid

In the first stage of evaluation, Technical bid shall be evaluated, followed by the evaluation of financial proposals of only technically shortlisted Bidder. A Technical bid containing financial information may be declared non-responsive.

All the technically qualified bidders shall be empanelled for a period of three years.

Evaluation of Financial bid

This envelope shall consist of financial format/schedules, they must be signed by hand of the authorized representative along with date. 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.

The financial bid of only technically shortlisted bidder will be opened and will be ranked in terms of their total evaluated cost. The proposal with the lowest cost will be considered for award of the contract.

The vendor who quotes the lowest Comprehensive Charges as per **Financial Bid format (Annexure 11)** may be declared as L1.

IFCI will award the Contract to successful bidder whose bid has been determined to be the lowest (L1), and has been determined to be qualified to satisfactorily perform the contract.

Bid Security/Earnest Money Deposit (EMD)

An EMD of Rs.25,000/- (by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favor 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 15th Floor,

61 Nehru Place New Delhi-110 019 Tel.: 011- 41732408

- 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 bid security / EMD. On receipt of the performance guarantee, the bid security of all bidders will be released.

EMD / Security Deposit 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 / Security Deposit / EMD 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 / Deposit

The vendor needs to submit security deposit for an amount of 10% (Ten per cent) of the Contract Value, within 30 days from the date of acceptance of work order.

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 security deposit would be forfeited by IFCI.

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

Award of Contract

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

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

Completeness of Response

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

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially

responsive to the RFP document in every respect will be at the Bidder's own risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

Transfer of Tender Document

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

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

Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

Signing of Contract

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

Rejection of Bid

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

Rejection Criteria

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

Pre-Qualification Rejection Criteria

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

- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

Technical Rejection Criteria

Technical Bid containing commercial details.

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

Commercial Rejection Criteria

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

Right to Accept or Reject the Tenders

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

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

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

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

Price Basis

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

Modification and Withdrawal of Bids

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

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

Preliminary Examinations

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

Annulment of Award

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

Payment Terms

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

The payment would be made on Monthly basis after the close of each month against the invoice of the contractor. The monthly bill for the above said contract shall be submitted by the contractor before 7th of following month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IFCI due to any reasons, any damages caused by the contractor or his employees, down time etc., as applicable. The payment for the month shall be made in following month on submission of the following documents:-

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.

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

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

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

Micro & Small Enterprises

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

- Exemption from submission of Earnest Money Deposit.

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village

Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

Delays in the Bidder's Performance

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

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

Termination for Insolvency

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

Termination for Convenience

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

Termination of Contract

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

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

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

Termination for Default

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

- If the Bidder fails to deliver any or all of the links / service within the time period specified in the Contract, or any extension thereof granted by IFCI.

OR

- If the Bidder fails to perform any other obligation(s) under the Contract.

GST Invoice

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

Taxes, Duties & Levies

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

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

Change in Constitution

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

Safety Regulations

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

Deduction from the Contract Price

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

Evaluation of Performance

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

Payment in case of Termination of contract

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

Exit Management

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

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

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

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

Patents, Successful Bidder's Liability & Compliance of Regulations

Successful Bidder shall protect and fully indemnify IFCI from any claims for infringement of patents, copyright, trademark or the like. Successful Bidder shall also protect and fully indemnify the IFCI from any claims from successful Bidder's workmen/employees, their heirs, 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.

Unsatisfactory Performance

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

Merger/ Acquisition of Bidder

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

Bidder Utilization of know-how and Personnel for Competitors

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

Any other Information

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

Intellectual Property

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

IPR Infringement

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

Patent Claim

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

Force Majeure

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

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

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

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

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

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

Indemnity

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

Publicity

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

Applicable laws

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

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

Corrupt or Fraudulent Practices

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

Arbitration

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

Jurisdiction

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

Failure to abide by the Agreement

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

Interpretation of Contract Documents

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

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

Confidentiality of Information

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

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

IMPORTANT INSTRUCTIONS:

- a) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.
- b) **RETURN OF SECURITY DEPOSIT:**
 - a. Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses /other amounts due to IFCI, after completion of the contract (plus) three months.
- c) **Cancellation of Contract in Full or in Part:**

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

 - i. At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the IFCI Ltd.; or
 - ii. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the IFCI Ltd.; or

- iii. Fails to yearly performance evaluation of the service provider/contractor by IFCI or third party inspection report or both; or
- iv. Violates any of the terms and conditions stipulated in the agreement.

d) ISSUE OF NOTICE:

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

e) USE OF OFFICE SPACE:

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

f) RIGHTS OF IFCI:

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

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

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

contractor's representative should be furnished to IFCI site for record purpose, if so called for.

- xiv) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of IFCI.

h) INSURANCE:

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

i) STRIKES & LOCKOUT:

- i) The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, IFCI shall have the right to get the work executed through any other agencies and the cost so incurred by IFCI shall be deducted from the Contractor's bills/deposits. Further, IFCI reserves the right to terminate the contract in case of any strike/lockout of the contractor.
- ii) For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of IFCI.

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

Chapter 5

Annexures

Annexure-1

BIDDER INFORMATION

S. No.	Particulars/Details	
1.	Name of the Bidders/ Firm	
2.	Communication Address	
3.	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
4.	Authorised Person – Name	
	Designation	
	Mobile	
	E-Mail ID	
5.	Alternate Authorised 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 No.	
9.	TIN No.	
10.	VAT No.	
11.	Company Registration No.	
12.	Service Tax Registration No.	
13.	Income Tax Return for last 3 years.	
14.	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
15.	Particular of Tender Fee	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
16.	Particular of Earnest Money Deposit (EMD)	

	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
17.	The bidder should have office in Delhi/NCR for the last 3 years.	
18.	The contractor should have experience of maintaining of minimum of 2 ARIA 1000 EPABX System, Access Control System and submit necessary proof thereof. It should have minimum 2 ARIA 1000 EPABX System orders in hand.	
19.	Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the Services/quality as well as the past performance of your organization.	
20	Whether, MSME, if yes, attached valid copy of certificate.	

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

Date:
Place:

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

A. Details of Similar Experience: Maintenance of EPABX System, Access Control System etc. in High rise building or multistoried modern building having during the last 5 years.

S. No.	Name & Address of the client, Concerned Person and contact/ Mobile No	Name and Location of work	No. of Building in which ARIA 1000 EPABX mainta	Value of Work (In lakh)	Contract Period (from__To __)	Completion/ Performance Certificate enclosed 'Yes' or 'No'	Any other information you would like to give
1							
2							
3							
4							
5							

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

B. Financial Capability: Average Annual Turn Over of the bidder during the last 3 years. The proof should be submitted by enclosing copy of audited balance sheet and/ or Certificate from Chartered Accountant.

SL. No.	Financial Year	Turnover (Rs. in lakh)
1.	2016-17	
2.	2017-18	
3.	2018-19	

(Fill up the above table and Enclose copy of Turn over certificates, profit/loss statement certified by any Chartered Accountant.)

Date:
Place:

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

Annexure - 2**Eligibility Criteria**

Sl.	Eligibility Criteria	Document Required
1	Average Annual financial turnover during the last 3 years, ending March 31 2019 (as audit cannot happen on the same day itself) should be at least Rs.2 lakhs.	Copy of Balance sheet and ITR FY19, FY 18, FY 17
2	The contractor/agency/firm must have experience of similar works during the last 3 years in operations and maintenance contract of High rise building/multistoried modern building having in PSUs/PSU Banks/Financial Institutions/MNCs/Corporates etc.	LOI / Work Order/ PO / completion certificate
3	The contractor should have experience of maintaining of ARIA 1000 EPABX system and Access Control System for a minimum of two years.	LOI / Work Order/ PO / completion certificate / any other document confirming work done
4	The contractor should have a Registered Office/Branch in Delhi/NCR at least for the last 3 years.	Address proof / Telephone bill/ Electricity Bill / shop act license / GST.

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

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

Dear Sir,

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

Ref: 1) Title of work
2) All other pertinent issues till date

I/We _____ hereby declare and confirm that we have visited the site as Referred in IFCI Quotation Letter Specifications and acquired full knowledge and information about the site conditions including EPABX System, KTS, Access Control and work pertaining to day-to-day cabling work. We further confirm that the above information is true and correct and 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:

Tender Acceptance Letter

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

To

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

Dear Sir/Madam,

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

Tender Reference No: _____

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

Dear Sir,

- 1) I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) www.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/Organization has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies / any Government regulatory bodies during a period of last three year.
- 6) Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her during a period of last three year.
- 7) I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

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

Date:
Place:

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

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

Sub: Submission of Offer against Tender Specification No:

Dear Sir,

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

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

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

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

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

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

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

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

Date:
Place:

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

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

To,

The Dept. General Manager (CPD)
IFCI Limited
IFCI Tower
61 Nehru Place
New Delhi -110 019

Dear Sir,

Sub: **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney/Authorization letter

Declaration

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

Tender No:

Dated:

To,

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

Dear Sir,

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

Date:
Place:

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

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

Escalation Matrix**Tender No:****Dated:**

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

Name	Designation	Mobile	Email address

Date:
Place:

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

Format of sending Pre-bid queries

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sr. No.	Section Number	Page Number	Query
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Date:

Signature of authorized person

Place:

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

DECLARATION FOR RELATION IN IFCI

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

Tender No:

Dated:

To,

**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

Financial Bid

SCHEDULE OF RATES
(To be submitted in a separate envelope)

S. No.	Job Description	Charges Per Month (Rs.)	Annual Charges (Rs.)
1	<p>Comprehensive AMC of (i) EPABX System (ARIA 1000 (400 lines), (ii) NEC ASPILA EX KEY TELEPHONE SYSTEM (KTS) - including operation & cabling work at IFCI Tower (iii) HID iClass Proximity Reader for Access Control System (ACS) including software for Access Control System and related systems at IFCI Tower at 18th, 17th, 16th, 15th, 13, 12th 10th, 8th, 7th, 6th, 2nd, and 1st floor canteen area and future IFCI floors for a period of two year with one year extension subject to satisfactory performance.</p> <p>Comprehensive Annual Maintenance Contract (AMC) i.e. equipment's and related systems installed at IFCI Tower including operation and day-to-day cabling work for a period of two year with one year extension subject to satisfactory performance.</p>		
2.	<p>Estimated / approximate deployment plan</p> <p>Operation & day to day cabling work</p> <p>Supervisor Assistant</p>		
3.	Comprehensive Charges (excluding Taxes) (1+2)		
	Note: The rates quoted in the tender should be exclusive of service tax & other applicable taxes		

Note:

- Submission in any other format may result in cancellation of the bid.
- Kindly mention the GST rate applicable _____

Date:_____

Company Seal and Signature of
Authorized Signatory