



Request for Proposal

For

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (Electrical and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

IFCI Limited

Mode of Tender - E-Bidding/E-tender

**To be submitted before
12.00 Noon on 21/10/2020**

Addressed To

**Deputy General Manager (Centralized Procurements)
IFCI Limited, IFCI Tower, 61 Nehru Place,
New Delhi - 110019.**

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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 e-tender offers (Technical bid and Commercial bid) in two bid system, from eligible, reputed companies having sufficient experience of Agency /Vendor for providing Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (Electrical and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi.

The contract will be for two years. IFCI reserves the right to extend it by another one year on rates as quoted for second year subject to satisfactory performance of the vendor during two years.

However, IFCI has the right to review the contract at regular intervals, at its discretion, and based on the review, IFCI shall have the right to reduce the term, suspend or cancel the contract at its sole and absolute discretion, without assigning any reasons thereof.

IFCI reserves the right to alter the scope of work/ number of persons hired through them at any stage with suitable adjustment in monthly charges. Selected bidder shall comply with provisions of Code on Wages 2019.

Key Events & Dates

Tender Notice No	IFCI/CPD-Estates/E-Tender/2020-21/14
Tender Name	Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (Electrical and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi.
Bid Security / EMD (In form of Pay order/DD)	Rs.6,00,000/- (Rupees Six lakh only)
Tender Document	The details can be downloaded free of cost from CPP portal www.eprocure.gov.in or from IFCI website https://www.ifcilttd.com/(Tenders - procurement-goods-and-services).
Date of Issue	30/09/2020
Date of Pre-Bid Meeting	09/10/2020, 11:00 AM. Pre-Bid Meeting to be held through Conference Call
Last date for seeking clarifications, if any	12/10/2020, 11:00 AM
Last date & time of submission of Bid (Technical & Commercial)	21/10/2020, 12:00 Noon
Date & time of opening of Technical Bids	22/10/2020, 2:30 PM
Date & time of opening of Commercial Bids	To be communicate to qualified bidders
Address of Communication	IFCI Ltd. 15 th floor, IFCI Tower, 61 Nehru Place, New Delhi – 110 019
Name of the contact person for any clarification	Shri Saurabh Kumar, Mob - 9810094438 Smt. Prabha Sharma, Mob – 9990725657
e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail rfpquery@ifcilttd.com
Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from latest due date of offer submission (incl. extension, if any)

EMD should be in the form of NEFT/RTGS remittance in IFCI Account (remittance statement in favour of IFCI to be submitted) or can be in form of Demand Draft/Banker's Cheque drawn in favour of "IFCI Ltd", payable at New Delhi to be submitted on or before last date for submission of bid.

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

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Vendor on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, may obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

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

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

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

CHAPTER - 2

INSTRUCTIONS TO BIDDERS:

1. 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
2. Bidder shall submit their offers online in an electronic format both for "Technical" and "Financial 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. Bidders shall upload the scanned copy of Demand Draft or Remittance Advice/ Copy of Bank Statement as evidence of NEFT/RTGS, whichever is applicable, as proof of depositing EMD along with technical bid. Otherwise the bid in electronic form will not be considered.
 - ii. The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre- qualification of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats i.e. all Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by the authorized representative along with date as token of acceptance of the terms & conditions of tender and uploaded.
 - b) **Financial Bid: (.xls):-** This envelope shall consist of financial format/schedules. The rates as given in the schedule shall quote in figures and the rates must be exclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.
4. Proof for remittance of EMD amount by NEFT/RTGS or for Submission of EMD in the form of Demand Draft are essential with technical bid. Otherwise bid in electronic form will not be considered.
5. Submission of more than one bid is not allowed.

- 6. Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 90 (ninety) days from the last date of submission of Bid.
7. IFCI reserves the right to reject any or all the offers without assigning any reasons thereof.
8. Conditional bids would be summarily rejected.
- 9. 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.
10. The General Conditions of Contract form part of the Open-Tender specifications. The information furnished shall be complete by itself. The Bidder is required to furnish all the details and other documents as required.
11. Bidders are advised to study all the tender documents carefully.
12. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder.
13. Any submission in tender shall be deemed to have been done after careful study and examination of the e-tender documents and with the full understanding of the implications thereof.
14. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Agency or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Agency. While this document has been prepared in good faith, neither IFCI, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.
15. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI. IFCI and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
16. Should the e-tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the e-tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc. Tenderers shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender.

- 17.** Bidders' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender documents.
- 18.** The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in his offer.
- 19.** Non-compliance with any of the requirements and instructions of the e-tender enquiry may result in the rejection of the tender.
- 20.** This document has not been filed, registered or approved in any Court of Competent jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
- 21.** This document constitutes no form of commitment on the part of the IFCI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Agency selection process.
- 22.** Merely abstention of this Tender Document by any party does not confer or constitute any right of association with IFCI.

EMD may be remitted in form of NEFT/RTGS in IFCI bank account as detailed below.

Beneficiary: IFCI Ltd.

Account No. 00030350002631

Bank Name: HDFC Bank, HT House, KG Marg, New Delhi

IFSC Code: HDFC0000003

Please provide remittance advice/ copy of bank statement evidencing remittance in favour of IFCI.

In case EMD is provided in form of Bank Draft/ Bankers Cheque, following information should be marked on the face of the sealed envelope.

Name of Party.....

Tender No.....

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

EMD must be submitted in a sealed envelope addressed to

IFCI Ltd.

15th floor, IFCI Tower,

61 Nehru Place,

New Delhi – 110 019

Tel.: 011-41732000

CHAPTER – 3
Eligibility Criteria

(I) ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION OF THE BIDDERS

Sl.	Criteria	Documents To be submitted
1.	Average Annual financial turnover during the last 3 years ending March 31, 2019 or March 31, 2020 should be at least ₹ 10.00 Crores.	Certified copies of the balance sheet and profit & loss statement for the respective 3 completed financial years or CA certificate to the effect.
2.	The bidder must have 05 years of continuous experience w.e.f. April 1, 2015 in operations and maintenance contract of High-rise building/multistoried modern building having in PSUs/PSU Banks/Financial Institutions/MNCs/Corporates etc.	Similar work” means Operation and Maintenance of Electro Mech. Services (Electrical related systems and services) i.e. maintaining of 11 KV HT sub-station, Transformers, HT & LT panel, switchgears, DG sets, with PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc. The bidder shall submit signed and scan copy of PO Copies/Work order copies/ completion/ performance certificate issued by client in support of satisfactory completion of similar works during the last 5 years.
3.	The bidder should have experience of maintaining of 11 KV HT sub-station having 1500 KVA Transformer and 1000 KVA DG set and submit necessary proof thereof.	The bidder shall submit necessary proof for equipment with minimum rating as specified.
4.	Bidder should have office in Delhi/NCR	Valid Documentary proof to be attached
5.	The bidder shall have 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. The bidder/contractor should have valid Electrical License/ HT License from relevant Electrical authorities at Delhi and submit necessary proof thereof.	Current Valid copy of <ul style="list-style-type: none"> • Registration certificate obtained from Labour Commissioner Office. • Current Valid copy of registration certificate from ESI and EPFO. • Valid Electrical License/ HT License from relevant Electrical authorities at Delhi
6.	The bidder shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments / amendments/modifications: a The payment of wages Act 1936 b The Employees Provident Fund Act 1952 c The contract Labour Regulation Act,1970 d The payment of Bonus Act 1965 e The payment of Gratuity Act, 1972 f The Employees state insurance Act, 1948 g The Employment of children Act, 1938 h Minimum wages Act, 1948 i Any other Act /Rules/ Regulations	Declaration in this regard by the authorized signatory of the Responder.
7.	Integrity Pact	Applicable

Note: IFCI reserves the right to cross check the information furnished from their previous clients. IFCI reserves the right to reject any or all applications at any stage without assigning any reason, thereof.

CHAPTER – 4

Scope of Work

For

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (Electrical and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

RFP No: IFCI/CPD-HO/E-Tender/2020-21/14

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

Scope of Work

1. **Name of Work:** Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (**Electrical and related systems and services**) at IFCI Tower, 61 Nehru Place, New Delhi.

2. **Scope of Work:**

a) The working hours for the O&M of Electrical Systems, Automatic Voltage Stabilizers, DG Sets, Transformers, UPS including Batteries and related system/Services etc. will be round the clock, seven days a week, 365 days a year. Adequate number of personnel (as per tender document) would be deployed by the contractor in suitable shift duties. Exact working hours will be fixed in consultation with Officer-in-Charge of IFCI.

b) The Contractor will provide all-inclusive comprehensive maintenance services and carry out day to day operations, repairs and maintenance of the entire Electrical System/equipments. Automatic Voltage Regulator, DG Sets, Computer Cables, maintaining desired power factor, maintaining desired earth Resistance Value, Diesel Pumping Systems including routine and preventive maintenance check including supply of electrical consumables like, electrical sockets, switches, call bells, MCBs, MCCB connectors, electronic chocks, replacing of defective measurement meters, marking of panels (if required), UPS', Batteries, indicating lamps, digital/ analog /multifunctional meters, cables and all other consumables/accessories connectors etc., as and when required, to ensure smooth, trouble free, disruption free functioning of the systems free of cost including and/or overhead/labour charges during the tenure of the contract. All the routine, preventive maintenance, overhaul, breakdown maintenance, repair, maintenance, replacement of parts/equipment's etc. are included in the scope of works. All spares/consumables etc. must be of standard make and conforming to ISI/BIS specifications. Make of consumable/replacement item shall be reputed make after due approval of IFCI. It will be the responsibility of the contractor to fill the fuel tanks/engine sumps with fuel and mobile oil respectively. B & C Check maintenance of DG Sets (servicing, change of filters, change of oil, etc.), De-scaling of Heat Exchangers of DG Sets. Meggering of electrical HT/LT Cables, Maintaining earth resistance value, maintaining of earth pits, Half Yearly Servicing of all UPS', Annual Servicing, Overhaul of LT, HT Panels, circuit breakers, relays, Transformers etc. are to be attended by the contractor. Before carrying out above, the contractor has to bring in the knowledge of IFCI. Major breakdowns shall be informed in writing and after approval from IFCI, the job is to be attended by the Contractor. The contractor should have breakers and transformers repairing and testing equipments. IFCI would pay for the supply of diesel for DG Sets on actual consumption basis.

c) The contractor should have valid Electrical License/ HT License from relevant Electrical authorities at Delhi. The timely renewal of the Electrical Licenses is solely responsibility of the contractor without any extra cost.

d) The annual servicing of equipment(s) viz: LT Panels, HT Panels, Transformers, DG Sets, UPS' etc., will be carried out between November to January month in each year. All the below works will be carried out by the authorized vendor/manufacturer/service provider only. The following servicing is to be carried out:-

S. No	Job Description
i	Servicing Testing/calibration of Safety Relays of LT & HT Panels with secondary injection test set with co-ordination of relay setting at IFCI Tower & Car Parking
ii	Testing/ Checking of Control wiring of all HT/LT Panel etc. at IFCI Tower & Car Parking.
iii	Servicing, cleaning of HT/LT Vacuum Circuit Breakers (VCB), ACB with its cleaning, lubricating greasing of all fixed and moving contacts of mechanism, check setting of arching contacts, releases etc., check the tightness of all hardware and also presence of hardware, fixing of spares, accessories, which needs replacements, checking, testing of bottles with testing the insulation resistance values & checking of mechanism for proper function of tripping at IFCI Tower & Car Parking
iv	Dehydration of Transformer Oil (of 2 X 1500 KVA Transformers) with 500ltr filler machine to maintain the break down value die electric strength of oil upto 60 kv including providing oil testing facility at site including machine transportation & other charges at IFCI Tower.
v	<p>Servicing/Overhauling of OLTC tank & OLTC mechanism of HT 1500 KVA transformers at site job scope as mentioned below:</p> <ol style="list-style-type: none"> (1) Draining out of oil of OLTC tank into drums and dismantling the top cover of OLTC tank (2) Cleaning flushing of tank & barrier plates with fresh hot oil spray to remove carbon & sludge from all contacts leads & tanks. (3) Checking of OLTC aping leads and contacts resistance. (4) Checking of main barrier plate & phase barrier plate (5) Checking of silver coating of contacts and also checking of I.R. value of resistance (6) Checking of transition contacts resistance and also any connectivity of the same (7) Checking of main shaft and also functioning of mechanism of OLTC (8) Checking of control section of OLTC with mechanical working and also testing of tap changing process of OLTC
vi	Topping up of Transformer oil in Transformers at IFCI Tower.
vii	<p>11/.433 KV HT Dry Type 1 no Transformer at :</p> <ol style="list-style-type: none"> a) Dismantling of all doors of transformer & checking, servicing with general tightening of core/windings for minimizing the noise level. b) Re-insulation with HT Epoxy coating & liquid spray for minimize the earthing leakage noise level for its longer & safe life. c) All horizontal & vertical Core winding chamber tightening with measurement equalizer for minimize the humming sound d) Checking, measuring the all taps contacts positioning & also all phase & main barrier plates at site
viii	Servicing of UPS, Battery Chargers.
ix	Testing of all capacitor banks for both tower and Car Parking. Replace capacitor, if KVAR value not found as per the manufacturer recommendations.
x	Calibration & Testing of data measurement meters.
xi	B & C Checks, De-scaling of Heat Exchangers of DG Sets, Changing of oil in DG Sets, Noise testing of all DG Sets and other Maintenance job of DG sets etc.

xii	Measurement of Earth Resistance value of equipment(s), HT/LT cables. Measurement of earth resistance value of earth pits by Megger installed at IFCI Tower including IFCI Car Parking Areas.
xiii	Testing & Checking and tightening of HT/LT Bus Bars, all cable terminal joints etc. by infrared thermography equipment.
ixv	Red oxide and Enamel Painting of all iron parts, M.S. Parts to avoid rusting. Spray paint bottle may be used at Panel (If required).

e) B & C Checks, De-scaling of Heat Exchangers of DG Sets, Noise testing of all DG Sets and other Maintenance job of DG sets (as and when due fall i.e. 1 year or 300 hours, whichever is earlier) is to be got done from company's authorized dealer (Cummins) and including recommended parts/consumables oil etc. The contractor will bear the cost of the materials/spares required for the satisfactory maintenance and operation of DG sets including routine and preventive maintenance checks. In case of major breakdown in the DG sets, the same shall have to be got repaired through the authorized dealers at contractor's cost after taking prior approval from IFCI. Annual servicing of HT/LT panels, circuit breakers, relays, Transformers, DG Sets etc. are also to be got done from respective company's authorized service centre/dealers and spare parts (including consumables dehydration of its oil and topping up of transformers oil) are also to be supplied and installed by the authorized dealer on contractor cost. Prior intimation should be given to IFCI, before getting the above jobs and replacement of spares etc. The contractor should also submit list of spares replaced and complete report of the service provider. It will be the responsibility of the contractor to maintain adequate distilled water level in the batteries and keep them always suitably charged.

f) The contractor has to maintain DG sets in good working conditions. In case, D-check required in DG sets, than the same may be done by respective company's authorized service center/dealers/ manufacturers including replacement of spare parts (if any) by the contractor, after prior approval from the IFCI. The actual charges shall be reimbursed to the contractor by IFCI on production of actual bill.

g) It will be the responsibility of the contractor to ensure that the mobile oil is changed periodically as per the manufacturers recommendations, i.e. after every 300 hours of running of DG Sets or 1 year whichever is earlier.

h) Daily cleaning of DG Sets, AMF Panels, electrical normal & emergency panels & distribution boards etc. is covered in this contract for which no extra payment shall be made.

i) It shall be the responsibility of the contractor to maintain the DG sets in good working condition on the auto, manual and test modes and leave the DG Sets normally on the auto mode. Diesel is to be procured by IFCI. However, the contractor should make arrangement to transport diesel from petrol pump to the site and actual transportation charges shall reimbursed by IFCI to the contractor. The requirement of diesel should be informed well in advance keeping in mind the lead time for procurement. Non-performance/ shut down of DG set due to lack of diesel shall be the responsibility of the contractor. Operation and Maintenance of DG sets is also in the scope of work of the contractor.

j) The Contractor has to submit annual servicing completion reports along with color photographs. The documents will be submitted by the contractor in the form of spiral/hard binding book for IFCI records. The cost of the same will be borne by the Contractor.

- k) IFCI has installed LED Lights in the IFCI Tower and Car Parking Area. The repair/replacement of the same is not scope of the contract. However, Contractor will make necessary arrangements for installation of LED Lights etc.
- l) The Contractor will make all arrangement for minor work of welding, cutting, soldering, bending, fixing of M. S. Pipe/ G.I Pipe and M.S. Sheet / G.I. Sheets (if required) at site. The Contractor would arrange necessary materials including labours (as required) at site for completion of job without any extra cost.
- m) The contractor has to maintain earth resistance value as per specified limit as and where required including lift machine room, electrical equipment(s), HT/LT cables, earthing pit(s) etc. In case, earth resistance value are not found as per standard then suitable treatment will be carried out by the contractor including arrangement of salt, charcoal etc.
- n) In case, any fault occurred in the overhead or underground HT/LT cables of the system then, the same will be repaired/replaced by the contractor at his own costs. The fault in the underground cable will be traced by the cable fault locator machine and the charges will be borne by the Contractor. Nothing shall be paid extra in this head.
- o) The annual servicing of equipment(s), repair/ replacement of meters, repair/replacement of major cables, crucial jobs in HT/LT panels, transformers, DG sets, servicing of UPS' etc. will be carried out through the authorized vendor/manufacturer/service provider only with utmost safety.
- p) It would be the responsibility of the contractor to keep adequate spares and special tools and tackles always in readiness (as per the manufacturer(s) norms) so that breakdowns are attended on their occurrence. The contractor shall also provide safety devices/items such as- hand gloves, safety shoes, safety helmets, safety belt, safety glass, safety goggles, safety uniform, first-aid kit etc. as necessary at site.
- q) It is also responsibility of contractor to provide regular safety training (quarterly or as required) for manpower deputed at site and also carried out safety audit as and when required at site without any extra cost.
- r) The contractor will keep all requisite site testing equipments, lifting tools and tackles such as megger, multi-meters, clamp meters, torch, testers, thimble/Lug punching tools, hammers, pliers, safety ladder (6 ft., 8 ft. and 15ft. height), screw drive sets, test lamps, etc. as required at site till the completion of work under this contract without any extra charges, as per IFCI directions and as per prescribed standards and practices.
- s) The contractor has to maintain sufficient inventory of frequently required consumables at site. No complaints should remain pending for more than 1 hours.
- t) 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.
- u) Routine Preventive Maintenance Schedule: The Contractor would also prepare a Preventive Maintenance Schedule of all the systems in compliance with the manufacturers' recommendations and consultation with officer-in-charge of IFCI. The contractor shall also maintain Plant & Machinery history card giving full details of equipment and frequency of check and overhaul.

v) Any others servicing which are not covered but necessary for smooth and trouble free working of entire electrical system(s) are also included in the scope of work.

w) The contractor shall ensure that the reported fault/support request is attended to promptly and in any case within 4 hours from the reporting time and rectification thereof immediately. If the equipment is not repaired within the above period, standby equipment shall be provided.

x) 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. Make of consumable item shall be reputed make after due approval of IFCI.

y) The Contractor has to depute a site in-charge at site. The site in-charge should always maintain the petty cash of minimum Rs.20,000/- at site for preventative/daily maintenance of the Tower/building or any other incidental expenses.

z) All systems/equipment would be operated as per mutually agreed programmers. The contractor should maintain proper entry and upkeep of relevant log books/registers as per statutory obligations in physical and shall also maintain complaints register, and work done/carried out reports to the satisfaction of IFCI. The same can also be maintained in soft (CD format).

aa) The contractor shall be responsible to follow Environmental (Protection) Act 1986, Environment (Protection) Rules, 1986 and maintain noise level as per standard. Further, the contractor shall be responsible to follow Hazardous waste (Management, Handling and Transboundary movement rules,2008), take steps to handle hazardous waste management, selling/disposal of hazardous waste, maintenance of record of hazardous waste handled, packing, labelling and transport of hazardous waste ,reporting to state pollution control board in case of accident occurs while transportation, obtain no objection certificate from pollution control board, submit statutory/necessary compliance /annual returns/other obligations to state pollution control board on behalf of itself/IFCI. The contractor shall submit the necessary compliance certificate (as per annexure attached).

bb) The contractor shall be responsible for disposal of batteries to dealer/manufacturer/registered recycler/importer/reconditioner or at the designated collection centers etc. as per provision under Batteries (Management and Handling) Rules, 2001 and any other applicable law. The contractor shall submit the necessary compliance certificate (as per annexure attached).

cc) All the systems/Equipment would be operated and maintained by the authorized personnel or agencies appointed/engaged by the Contractor. Due to any wrong operation or improper maintenance of any equipments, if any breakdowns occur in the system (s) or damage to the machinery(ies), the contractor has to repair/replace the damage equipment(s) for smooth operation of the systems.

dd) After completion of the said contract period, it will be the responsibility of the contractor to depute his existing operational team at least 07 days and depute at least one representative for a minimum period of 30 days to explain about the installed equipment(s)/system(s) to the new contractor/agency.

ee) IFCI may ask the contractor to carry out any specific work/ procurement and installation of additional equipment(s)/accessories/up-gradation/modernization/replacement, as per requirement, which is not covered under the contract, on competitive prevailing market rates after taking prior approval from IFCI. Payment will be made separately on submission of bills for the said work.

ff) The contractor will always provide necessary assistance for supervision, monitoring, regular inspection, preparing reports etc. of any specific work/ installation of additional equipment(s) /accessories/up-gradation/modernization/replacement, as per requirement, which is not covered under the contract, as directed by IFCI.

gg) IFCI at its discretion can ask the contractor to conduct third party inspection at the end of each year of the contract of the equipment maintained by the contractor during the period of the contract. Contractor will be responsible for carry out third party inspection by the vendor/agency/firm of the similar type. The contractor has to submit name of at least 2 firm/Vendor for third party inspection upon submission of which IFCI will decide the name of final vendor for third party inspection. The cost of third party inspection shall be borne by Contractor.

3. DETAILS OF ELECTRICAL EQUIPMENT AT IFCI TOWER & IFCI CAR PARKING:

3 (A) DETAIL OF ELECTRICAL EQUIPMENTS IN MAIN BUILDING (IFCI TOWER)					
S.NO	DESCRIPTION	MAKE	CAPACITY	QTY.	LOCATION
1	HT Breaker- Panel (IFCI TOWER)	Siemens	1200 KVA	4	Ground Floor
2	HT Transformer(IFCI TOWER)	Crompton Greaves	1500 KVA	2	Ground Floor
3	D.G Sets	Cummins	1000 KVA	2	Basement(-2)
	Battery 12V, 180AH/25plates for DG Sets	Exide	12V, 180AH	8	Basement(-2)
	Battery Charger for DG set		0-40A	02	Basement(-2)
4	UPS including Batteries	Siemens	20 KVA	2	Basement (-1) A & B Wing
	UPS including Batteries	APC	5 KVA	2	18 th floor + 1 st floor Auditorium
	UPS including Batteries	APC	3 KVA	1	Ground Floor
	UPS for Lift including Batteries	Microtek	1 KVA	07	Lift Machine Room
5	Voltage Stabilizer (Floors)	Icon	20 KVA	30	All Floors
	Voltage Stabilizer (Floors)	Icon	18 KVA	2	All Floors
6	Main Incomer LT Breaker -Panel	L&T	2500 AMP.	3	Basement (-1)
7	Air Circuit Breaker - Panel	L&T	1650 AMP.	8	Basement (-1)
9	Air Circuit Breaker -Panel	L&T	1650 AMP.	3	Basement (-1)
10	Air Circuit Breaker -Panel	L&T	800 AMP.	8	Basement (-1)
11	Air Circuit Breaker -Panel	L&T	1250 AMP.	4	Basement (-1)
12	Air Circuit Breaker -Panel	L&T	1250 AMP.	1	Basement (-1)
13	Air Circuit Breaker -Panel	L&T	1000 AMP.	2	Basement (-1)

14	L T Power Distribution Main Rising (A wing: Emergency (L+P) + Emergency (L+P) + AHU) B-Wing: Standby (L+L) + Standby (L+P)			5	Basement (-1) to 18 th Floor: 03 in A- Wing and 02 in B- Wing
15	Main Distribution Boards-MCCB/MCBs (Approximate)			17	All Floors/ Terrace etc.
16	Distribution Boards with ELCB/RCCB, MCB Neutral Link etc.			116	Electric Room/ all Floors/ Basements etc.
17	Power Factor Control Capacitor Panel- 32 Capacitor Bank			2	Basement (-1) LT Room
18	LT Switchgears Distribution panels with 2 incomers and 2 outgoing			1	Basement (-1) LT Room
19	AMF Panel for auto start for DG			1	Basement (-2) DG Room
20	Battery charger for DG Sets			2	Basement (-2) DG Room
21	Lighting Point in floors (Approximate)			10513	
22	Power Point in floors (Approximate)			1500	
23	Computer LAN Networking in floors (Approximate)			1000	

3 (B). DETAILS OF ELECTRICAL DISTRIBUTION PANEL AT IFCI TOWER:

3(B).1: A-Wing Electrical Room:

Floor No.	A-Wing Electrical Room
Terrace	MDB-11, LDB(L+P)-2 Nos.
Lift Machine Room at Terrace	Main Panel- 630A, LDB (L+P)- 02 Nos.
(18 th Floor)	Voltage stabilizer -1, Light DB-1, Power DB-1, PADB-1,UPS DB-1,Emergency DB-1, UPS 5KVA-1, Battery 42 AH Exide -16 Nos., Auto/Manual electric Panel for Light operated by IBMS.
(17 th Floor)	Light DB-1, Power DB-1, Emergency LDB-1, UPS DB-1, Voltage stabilizer-1, Auto/Manual electric Panel for Light operated by IBMS.
(16 th Floor)	Voltage stabilizer-1, UPS DB-1, Power DB-1, Emergency LDB-1, Normal LDB-1. Auto/Manual electric Panel for Light operated by IBMS.
(15 th Floor)	Light DB-1, Power DB-1, Normal LDB-1, Emergency LDB-1, Voltage stabilizer-1, SDB-2.3, 150 Amp.

(14 th Floor)	Light DB-1, Power DB-1, PADB-1, Normal DB-1 ,DB SL-2,Voltage stabilizer-1
(13 th Floor)	Power DB-1, PADB-1, Light DB-1, Voltage stabilizer-1, Normal LDB-1
(12 th Floor)	PADB-1, Power DB-1,Normal LDB-1, Emergency DB-1(MCCB-1 125 AMP) Light DB-1, RCCB – 4 Pole, Voltage stabilizer-1
(11 th Floor)	SDB 250AMP-1, PADB-1, Power DB-1, Light power DP-1, (Voltage stabilizer) Emergency LDB-1.
(10 th Floor)	SDB 2.2 150AMP, Voltage stabilizer-1, PADB-1, Power DB-1, Light Power DB-1, Normal LDB-1, RCCB-12.
(9 th Floor)	PADB-1, Power DB-1, Light Power DB-1, Normal DB-1, DB SL-3.1, Voltage Stabilizer-1
(8 th Floor)	PADB-1, Light Power DB-1.
(6 th Floor)	PADB-1, Voltage stabilizer-1, Light power-1.
(5 th Floor)	SDB-7, 250AMP-1, PADB-1.
(4 th Floor)	PADB-1, Power DB-1, Light Power-1, Voltage stabilizer-1, SDB 2.1,150 AMP, Auto/Manual electric Panel for Light operated by IBMS.
(2 nd Floor)	Light power DB-1, PADB-1.
(1 st Floor)	Light power DB-1, PADB-1, Power DB-1, Voltage stabilizer-1.
(G Floor)	PADB-1, Normal LDB-1, Emergency LDB-1, Voltage stabilizer-1.
(Basement-1)	UPS Siemens-1, 20KVA, 32 Battery, 26 AH, MDB 400 AMP-1,MDB 250A-1, Voltage stabilizer-1, Light Power-1, Combination Fuse Switch 100AMP-2, Changeover switch-100AMP-1 32AMP-1, Electrical Room Rising Emergency 630 AMP-2, Rising AHU-500AMP-1, (MDB-2, PADB 400AMP-1) PDB-1.

3(B).2: B-Wing Electrical Room:

Floor No.	B-Wing Electrical Room
(18 th Floor)	Voltage stabilizer -1, Power DB-1, Light DB 1. Auto/Manual electric Panel for Light operated by IBMS.
(17 th Floor)	Light DB-1, Power DB-1, Voltage Stabilizer-1, Auto/Manual electric Panel for Light operated by IBMS.
(16 th Floor)	Voltage stabilizer-1, UPS DB-1, Power DB-1, Emergency LDB-1, Normal LDB-1, Auto/Manual electric Panel for Light operated by IBMS.
(15 th Floor)	Light DB-1, Power DB-1, Normal LDB-1, Emergency LDB-1, Voltage stabilizer-1, SDB-2.3, 150 Amp.
(14 th Floor)	Light DB-1, Power DB-1, Emergency LDB -1, DB SL-2, Voltage stabilizer-1.
(13 th Floor)	Power DB-1, Voltage Stabilizer-1, Normal LDB-1.
(12 th Floor)	Voltage stabilizer-1, LDB -1, Power DB-1, Normal LDB-1, Emergency DB-1, RCCB RYB- 240AMP, RCCB DP-3
(11 th Floor)	SDB 250AMP-1, Power DB-1, Emergency LDB-1, Normal LDB -1.
(10 th Floor)	Voltage Stabilizer-1, Emergency LDB-1, Power DB-1.
(9 th Floor)	Power DB-1, Emergency LDB-1, Voltage stabilizer-1, RYB RCCB -1
(8 th Floor)	Power DB-1, LTB DB-1, Emergency DB-1.
(7 th Floor)	Power DB-1, Emergency LDB-1, Normal LDB-1, Voltage Stablizer-1,
(6 th Floor)	Normal LDB-1, Emergency LDB-1, Power DB-1, Voltage Stablizer-1

(5 th Floor)	SDB-8,250AMP-1, Power DB-1, Emergency LDB-1, Normal LDB-1, RCCB-6
(4 th Floor)	Emergency LDB-1, Power DB-1, Voltage Stabilizer-1, Auto/Manual electric Panel for Light operated by IBMS.
(3 rd Floor)	DB SL-1, Emergency Light-1.
(2 nd Floor)	Emergency DB-1, Voltage Stabilizer-1.
(1 st Floor)	Emergency LDB-1 (Electrical Room). In Auditorium (Digital Dimmer Panel, Patch Panel, UPS and Audio and Video Main Switch Box for Light + Power.
Ground Floor	Emergency LDB-1, LTP DB-1, Power DB-1, RCCB-9.
Basement -1	Voltage Stabilizer-1, LDB-1, Combination fuse switch 100amp- 2, Changeover switch -2, 32 Amp., UPS-1, 20 KVA Siemens, 32 Battery -26 AH, MDB-1, 400 AMP-1 (Electrical Room Rising -2, MCCB 630 Amp)

3. (C) DETAIL OF ELECTRICAL EQUIPMENTS IN CAR PARKING:

S.NO	DESCRIPTION	MAKE	CAPACITY	QTY.	LOCATION
1	LT Incomer Breaker -Panel	L&T	1000 AMP.	1	Ground Floor
2	DG Breaker -Panel	L&T	1000 AMP.	1	Ground Floor
3	HT Breaker-Panel (Car Parking)	Siemens	1250 KVA	1	Ground Floor
4	HT Transformer (Car Parking)	Kirloskar	750 KVA	1	Ground Floor
5	Exhaust Air Fan	Siemens	18.5 KW	6	Ground Floor, Basement (-1), Basement (-2)
6	Fresh Air Fan+Air Washer	ABB	11 KW	9	Ground Floor, Basement (-1), Basement (-2)
7	Smoke Exhaust Air Fan	Siemens	7.5 KW	7	Ground Floor
8	DG Set	Cummins	500KVA	1	Ground Floor
	Battery 12V, 180AH/25plates for DG Set	Exide	12V, 180AH	02	Ground Floor
	Battery Charger for DG set		0-20 A	01	Ground Floor
9	MCCB (MDB Lighting Panel)	Tricolite	150A	3	Ground Floor
10	MCCB (MDB Ventilation Panel)	Tricolite	200A	4	Ground Floor
11	MCCB(DG Isolation Panel)	L&T	800A	1	Ground Floor
12	MCCB(Sump Pump Panel)	Tricolite	100A	1	Ground Floor
13	Capacitor Bank			7	Ground Floor
14	Lighting Point in Car Parking (Approximate)			888	Parking Areas

3. (D) DETAILS OF ELECTRICAL DISTRIBUTION PANEL AT IFCI CAR PARKING AREA:

S. No.	Location	IFCI Car Parking Area
1.	Garden Area	LDB-1 Nos., Poll Light-8.

2.	Ground Floor	LDB-5 Nos., Light Panel-1
3.	Basement (-1)	LDB-5 Nos., Light Panel-1
4.	Basement (-2)	LDB-5 Nos., Light Panel-1

3. (E) DETAILS OF ADDITIONAL ELECTRICAL EQUIPMENT(S)/LIGHTS AT IFCI TOWER AND IFCI CAR PARKING

S. No.	Description	Tentative Qty.
1.	Electric Stand Fan/Pedestal Fan/ Table Fan	25 Nos.
2.	Electric Oil Heater/ Blower Heater/Stand Heater	10 Nos.
3.	Electric Geysers 15 Ltrs./25 Ltrs.	01 No.
4.	Exhaust Fan in Floor Toilets	36 Nos.
5.	Bain Marie including heat sensor (Electricity operated)	01 No.
6.	12 W (6" size), Dimmable LED Down lighter with driver at Auditorium 1 st floor	38 Nos.
7.	LED Strip at Auditorium 1 st Floor.	150 Mtrs.
8.	50 W LED flood Light at Auditorium 1st Floor	02 Nos.
9.	Dimmer Lights Halogen, 1000W at Auditorium 1 st Floor.	25 Nos.
10.	LED Dimmable Down lighter 12W (6") with driver at 17 th floor Conference Room.	37 Nos.
11.	LED Dimmable Panel 36W (2' X 2') with driver at 17 th floor Conference Room.	10 Nos.
12.	LED strip for dimmable Cove Light at 17 th floor Conference Room.	12 Mtrs.
13.	LED Dimmable Down lighter 12W (5.5") and 12W (6.5") with driver at 18 th Floor Board Room.	32 Nos.
14.	LED Strip for dimmable cove Light at 18 th Floor Board Room	22 Mtrs.
15.	Boundary wall Light (85W CFL/35W LED) at IFCI Tower	05 Nos.
16.	Poll Light (12W LED Bulb- 08 Nos and 50W LED flood Light- 06 nos.) outside Boundary wall at IFCI Tower.	08 Nos. and 06 Nos.
17.	Light Sodium Lamp – 250 Watt/35W LED at Basement (-2) at IFCI Tower	18 Nos.

4. LIST OF CONSUMABLES TO BE SUPPLIED BY THE CONTRACTOR AT IFCI TOWER AND IFCI CAR PARKING AS REQUIRED:

NAME OF CONSUMABLE ITEMS	NAME OF CONSUMABLE ITEMS
ADAPTOR 12V/9V	PANEL INDECATOR SIEMENCE RED & YELLOW & BLUE
BULB & CHOKE SODIUM TYPE 250W	STARTER 20W 110V
CABLE 2.5 SQ/MM, 3 CORE COPPER	TAP ROLL
CABLE 2.5 SQ/MM, 4 CORE COPPER	TOP 5 AMP
CABLE TIE, 150MM	TOP 15AMP
CELL PENCEL AA	TOP 16AMP
CELL PENCEL AAA	TORCH CELL
CELL 9V	TORCH BIG SIZE
DOUBLE REMOTE BELL DC TO DC	TORCH

ELECTRIC KETTAL S/S	LAMP 1000W FOR AUDITORIUM LIGHT
ELECTRONIC TIME ON DELAY 6-60 SEC	UNDER VOLTAGE/OVER VOLTAGE/EARTH FAULT RELAY
EMERGENCY LIGHT	TRANS AIR FAN 12"
POWER CAPACITOR 25 KVAR, 5KVAR, 10 KVAR, ROUND.	CAPACITOR 25KVA FOR LT PANEL POWER FACTOR
EXHAUST FAN 8"	ELECTRONIC TIME ON DELAY
EXHAUST FAN 15", 18" 24"	MCB BOX 8 WAY TPN
ELEMENT 2000W	CARBON ROLLER FOR STABILIZER
GEYSER 15/25 LTR	BATTERY 12V, 180AH/25PLATES FOR DG SETS
HEATER 1500W	BATTERY 12V, 26AH, 32 NOS. FOR UPS
HEATER 2000W	BATTERY 12V, 42AH, 16 NOS. FOR UPS
MCB BOX TPN 4W DOUBLE DOOR	BATTERY 12V, 4.5 AH, 16 NOS.FOR UPS
MCB 40 AM INDO KOPP SINGLE POLE	BATTERY 12V, 7 AH, 32 NOS.FOR UPS
MCB BOX 3 POL	BATTERY TERMINALS FOR ALL DG SETS
MCB TPN 4 POL	METAL CLAD BOX 32AMP 3PHASE
MCB BOX 4 POL	GEYSERS ALIMENT RACOLD OLD MODEL
MCB DP 40 AMP	MICRON ELECTRONIC TIMER STARTER
MCB DP 63 AMP	CONNECTOR
MCB TPN 40 AMP	CHANGE OVER
MCB SP 6AMP	MCB 800AMP FOR FIRE PANEL
MCB TPN 63 AMP	HEAT CONVECTOR
MCCB 100 AMP 25 KVA MARLIN JERIN	SUNTRAP REALY
MCCB 250 AMP TP 36K	MCB 250AMP
MCCB 800AMP	BREAKER LOCK
MCCB 120 AMP 35KVA	POWER CAPACITOR 25KVR
METAL CLAD BOX 20 AMP (SHAN) A/C BOX	TNC SWITCH FOR HT PANEL
METAL CLAD BOX 32 AMP 3 FACE	PANEL BOX WITH MCCB 120AMP 35 KVA
METAL HALDE LAMP HPI -T 1000W	MAIN SWITCH TYPE FFO 63AMP 3PHASE
MICRO ELECTRONIC TIMER STAR DELTA TIMER	OVER LOAD REALLY
OVER LOAD RELAY	CONNECTOR 3 PHASE
PLATE 3 MODULE WROP ROUND	SENT CAPACITOR 25KVA
PLATE 4 MODULE	CAPACITOR 25KVA, TOP 5AMP
PLATE 4 MODULE WRAP ROUND	STABILIZER 4KVA
PLATE 4 MODULE LOGIC	CONTACTOR FOR DG COOLING TOWER
PLATE 5 MODEL WROP ROUND	RELAY FOR DG COOLING TOWER
PLATE 8 MODEL WROP ROUDN	CONTRACTOR AUTO MANUAL 3P/AA/2
PNC SWITCH 4 H.T.	CHANGE OVER 63AMP
POWER FACTOR METER	CONTRACTOR TIMER T-45 FOR FIRE PANEL
CAPESTER 25KVA TOP 5AMP	MCCB 250AMP 3POLE 35KVA
POWER CAPESTER 25KV	CONNECTOR 63AMP
PVC BOX 3X3	SOCKET & TOP 3PHASE 5PIN
PVC BOX 4X3	HAND DRYER
PVC BOX 5X3	AMP METER

PVC BOX 8X3	HF TYPE FUSE -63 AMP,11 KV HT FUSE, HBC FUSE-2AMP.
ELCB/RCCB	HRC FUSE 2A,5A,32A,63A
MCB	KNIFE FUSE 125AMP, 63AMP
MCCB	CFL, 2 PIN, 85 W
CB/ ACB/VCB/OCB	MCB STRIP, G.I. EARTHING STRIP AND MCB CHANNEL SIZE AS REQUIRED
CFL 8W SMALL THREAD	PVC CABLE TRAY, CABLE TIE, SIZE AS REUIRED
CFL 85W	BUTTON HOLDER
HELOGEN 12V, 50 W WITH CHOKE	BRASS HOLDER
URINAL SENSOR 9V CELL	PVC PIPE, SIZE AS REQUIRED
ROTARY SWITCH	PVC BATTEN STRIP AND BATTEN CLIP, SIZE AS REQUIRED
MCB, DP 10A/16A/32A/63 A/80A	PVC TAPE AND COTTON TAPE/WATER PROOF TAPE/HEAT PROOF TAPE/TAP ROLL ETC.
MCB, SP 1A/1.5A /2A/ 6A/ 10A/ 16A/ 32A/63A/80A	PVC GITTI, SIZE AS REQUIRED
MCB, TPN 32A/63A/80A	SCREW, SIZE AS REQUIRED
MCB BOX TPN	BRASS SCREW, SIZE AS REQUIRED
MCB BOX 3 POL	ELECTRIC BELL
MCB TPN 4 POL	BAKALITE SHEET, SIZE AS REQUIRED
MCB BOX 8 WAY TPN	FLEXIBLE PVC PIPE, SIZE AS REQUIRED
CAPACITOR 1.5/2.5/3.15/4/6/10 MFD	PANEL LED INDICATOR RED, YELLOW, GREEN ETC.
SWITCH 6A/16A MODULAR	ALL TYPE BATTERY 1X12V, 2X12V
SOCKET 6A/16A MODULAR	AUTOMATIC BATTER CHARGER (0-20A)
ELECTRIC BELL SWITCH 5A	ELECTRONIC TIME ON DELAY 6-60 SEC. ETC.
PVC/IRON COMBAINED BOX 16A/6A	TIMER
SWITCH PLATE 4 MODULE	RELAY
PVC/M.S. JUNCTION BOX ,SIZE AS REQUIRED	PIT EARTHING MATERIALS
EXTENSION BOX 5A/16A	SALT AND CHARCOAL AS REQUIRED
PVC/M.S. BOX 4X4 AND PLATE	PANEL BOX WITH MCCB UPTO 100AMP,
PVC/M.S. BOX 4X3 AND PLATE	OVER LOAD RELAY
PVC/ M.S. BOX 5X3 AND PLATE	CONNECTOR 3 PHASE
PVC/M.S. BOX 8X3 AND PLATE	UNDER VOLTAGE RELAY
PLATE 4 MODULER LOGIC	INVERTER 1200VA/2400VA/6000VA WITH ALL ACCESSORIES
PLATE 5 MODULER ROUND	AMMETER AND VOLT MEATER
PLATE 8 MODULER ROUDND	BATTERY DISTLIED WATER AS REQUIRED
G. I. PIPE, SIZE 2" AND 4" SIZE AS REQUIRED	SIEMENS CONNECTOR TF-47 FOR LT PANEL
M. S. JALI WITH GLASS WOOL FOR DG ROOM (SOUND PROOF)	UNDER VOLTAGE/OVER VOLTAGE/EARTH FAULT RELAY ETC.
METAL CLAD BOX 16 AMP/32A, A.C. BOX	BREAKER LOCK
METAL CLAD BOX 32 AMP 3 FACE	CONTROL PANEL WITH CHANGEOVER 100AMP
PVC BOX FOR STREET LIGHT POLE	1 PHASE DG AUTOMATIC CHANGEOVER 32A AND 63A AS REQUIRED

TV SOCKET	3 PHASE, DG AUTOMATIC CHANGEOVER 63A/100A/150A AS REQUIRED
TOP 5 AMP/15AMP/16AMP	CONTACTOR ML10/ML6, CONTACTOR MCX21 AND AS REQUIRED AT SITE
PLATE 3 MODULER ROUND	BREAKER LOCK
PLATE 4 MODULER ROUND	KIT KAT TYPE FUSE UP TO 100A AS REQUIRED
SOCKET & TOP 1PHASE, 5PIN	HRC FUSE,63 A/100A
FLEXIBLE COPPER WIRE, SIZE- 1MM/ 1.5MM/ 2.5MM/ 4MM/6MM/10MM/16MM ETC. AND WIRE WITH DIFFERENT COLOURS AS REQUIRED	HF TYPE FUSE 63AMP/100A
CU AND AL LUG/THIMBLE SIZE- PIN, ROUND, U TYPE, BOTTLE TYPE ETC. AS REQUIRED 2.5MM/4MM/ 6MM/10MM /16MM /25MM /35MM /50MM/ 70MM/95MM	CONTRACTOR TIMER T-45
CABLE ARMoured 2C/3.5C/4 CORE, AL AND CU SIZE, 10MM/16MM/25MM/ 35MM/ 70MM/ 95MM ETC. SIZE AS REQUIRED	ELECTRONIC TIMER STARTER
NEUTRAL LINK	MCCB 3 PH,100A/150A/200A/250 AMP
MAIN SWITCH TYPE 63AMP	ELECTRIC PEDESTAL/TABLE FAN AND CEILING FAN
CONNECTOR 63AMP	GYPSUM SCREW 1", 1/2"
ANALOGUE/DIGITAL DATA MEASURING METERS - AMP METER AND VOLT METER, DG RPM METER, OIL, WATER, PRESSURE METER ETC.	RUBBER SAFETY MAT FOR ELECTRICAL PANEL
ELECTRONIC TIME ON DELAY	RED OXIDE AND ENAMEL PAINT BLACK, WHITE, RED, BLUE, GREEN, YELLOW AS REQUIRED
METAL CLAD BOX 32AMP 3PHASE	SPRAY PAINT FOR PANEL
PANEL BOX WITH MCCB 100AMP	AUTO MANUAL SWITCH
PANEL BOX 14X14	SELECTOR SWITCH
	ELECTRICAL CONSUMABLES OF AUDITORIUM, BOARD ROOM AND CONFERENCE ROOM AND ANY OTHER SPECIALIZED AREA.
	ANY OTHER CONSUMABLES AS PER REQUIREMENT NOT COVERED ABOVE.

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

5. MAKE LIST OF MAJOR ITEMS TO BE USED BY THE CONTRACTOR:

S. No.	Description	Make of Items
1.	MCB's/ MCCB/DP/TPN/RCCB/ELCB/CB	L&T /Legrand /Schneider /Havells /ABB or equivalent make
2.	FRLS Wires/Cables	Havells /Finolex/Polycab or equivalent make
3.	Contactors	Havells /L&T/Legrand/ Siemens or equivalent make
4.	Automatic Change over switches	Havells/L&T/Legrand/Siemens or equivalent make
5.	Battery	Exide, Amron quanta ,Rocket or equivalent make
6.	Capacitor Bank	EPCOS, Schneider, ABB or equivalent make
7.	Switch/Socket Modular	Anchor/ Legrand/Schneider/Havells/ North-west or equivalent make
8.	PVC Conduit	AKG/BEC/NIC/Poly Pack or equivalent make
9.	Exhaust Fan	Havells / ABB/Crompton or equivalent make
10.	Cell	Nippo/ Panasonic /Eveready /Duracell or equivalent make

Note: The items given in above list are tentative. If any items are left, the contractor must contact with the IFCI before execution. All spares/ consumables etc. must be of standard make and conforming to ISI/BIS specifications. The Make of replacement/ consumable items shall be reputed make after due approval of IFCI.

6. NECESSARY TOOLS & TACKLES REQUIRED AT SITE:

S. No.	Tool Name	Tentative Qty.
1	Combination Plier	5 nos.
2	Wire Cutter	2 nos.
3	Thimble Pinching Tool -2.5mm to 35mm	1 no.
4	Clamp Meter	3 nos.
5	Multi Meter	3 nos.

6	Magger different size	2 no.
7	Goti Set	1 no.
8	Pana Chabi Set	1 no
9	Hammer Small	2 nos.
10	Hammer Big	2 nos.
11	Screw Driver	5 nos.
13	Taparia set	1 no.
14	File	2 nos.
15	Puller	1 no.
16	Test Lamp	4 no.
17	Tester	15 nos.
18	Hexa Frame with blade	1 no.
19	Big Torch	4 no.
20	Temperature Gun for electrical	1 no.
21	Hammer Drill Machine with Bit set	1 no.
22	Electrical Insulated Ladders 18 Feet	1 no.
23	Electrical Insulated Ladders 6/8 Feet	2 nos.
24	Electrical Insulated Ladders 15 Feet	01 no.
25	Any other items as per requirement at site	

7. LIST OF INVENTORY/BUFFER STOCK ITEMS TO BE MAINTAINED BY THE CONTRACTOR AT SITE:

S. No.	Items	Tentative Qty.
1	T. P. N. 63 AMP	10 Nos.
2	T. P. N. 40 AMP	10 Nos.
3	D P 63 AMP	10 Nos.
4	D P 40 AMP	10 Nos.
5	MCB 6 AMP, 10 AMP, 16 AMP, 32AMP	12 Nos. each Size
6	ELCB & RCCB 63 AMP	10 Nos.
7	ELCB & RCCB 32 AMP	10 Nos.
8	Copper Wire single core 1 sq.mm	90 Mtrs.
9	Copper Wire single core 2.5 sq. mm	90 Mtrs.
10	Copper Wire single core 10 sq. mm	90 Mtrs.
11	Copper Wire single core 4 sq. mm	90 Mtrs.
12	Copper Wire single core 16 sq. mm	90 Mtrs.
13	Lug/Thimble Copper 1mm	1 Pkt.
14	Lug/Thimble Copper 2.5 mm	1 Pkt.
15	Lug/Thimble Copper 4 mm	1 Pkt.
16	Lug/Thimble Copper 16 mm	50 Nos.
17	Lug/Thimble Aluminum/Cu 10mm	50 Nos.
18	Lug/Thimble Aluminum/Cu 25 mm	50 Nos.
19	Lug/Thimble Aluminum/Cu 16 mm	50 Nos.

20	Lug/Thimble Aluminum/Cu 35 mm	50 Nos.
21	Modular Switch 6 amp	1 Pkt.
22	Modular Switch 16 amp	1 Pkt.
23	Socket 6 amp	05 Nos.
24	Socket 16 amp	05 Nos.
25	3 pin Top 6 amp	05 Nos.
26	3 pin Top 16 amp	05 Nos.
27	5 pin Top 6 amp	05 Nos.
28	5 pin Top 16 amp	05 Nos.
29	Fuse HT 11KV	05 Nos.
30	Fuse HRC 63 amp	12 Nos.
31	Fuse HRC 32 amp	12 Nos.
32	Fuse HRC 2 amp	18Nos.
33	Fuse HRC 5 amp	15 Nos.
34	Fuse Knife 125 amp	10 Nos.
35	Fuse Knife 63 amp	10 Nos.
36	Fuse HBC 32 amp	12 Nos.
37	Fuse HBC 63 amp	12 Nos.
38	Kit Kat Fuse 63 amp with fuse grip	06 Nos.
39	2 core 2.5 mm 1 bundle	90 Mtrs.
40	Connector 63 amp	05 Nos.
41	Connector 32 amp	05 Nos.
42	Combined Box 6 amp	05 Nos.
43	Combined Box 16 amp	05 Nos.
44	Wireless Bell	05 Nos.
45	Remote Bell	10 Nos.
46	Ding Dong Bell	05 Nos.
47	Cell AA, AAA, 9v & 12v	50 Nos.
48	Exhaust Fan Motor 12"	02 Nos.
49	Exhaust Fan Motor 15"	02 Nos.
50	LED Panel indicator (R, Y, B, Green)	10 nos. each color
51	Auto manual switch	06 Nos.
52	MCCB 63Amp, 100A, 125 A, 250 A,400A,630A	01 each size.
53	Heater Element 2000 watt	05 Nos.
54	Gypsum Screw 1", 1/2"	05 Pkts.
55	Red oxide and Enamel paint as per requirement	As Required.
56	Any other items as per requirement at site	

8. SAFETY ITEMS TO BE MAINTAINED BY THE CONTRACTOR AT SITE:

S. No.	Items	Tentative Qty.
1	Safety Helmet	15 nos.
2	Insulated Gloves	10 nos.
3	Insulated Rod	5 nos.

4	Safety Boots	2 pair
5	Safety Glass or Goggles	10 nos.
6	Safety Shoes Electrical Staff	21 Nos.
7	Full Body Harness Belt	4 nos.
8	First Aid Kit	2 nos.
9	Full Body Fireproof uniform	4 nos.
10	Lockout Tag out Card	8 nos.
11.	Danger Plates	10 Sets
12.	Any other items as per requirement at site	

9. Other Technical/Essential Terms:

a) **Manpower:** The contractor shall deploy adequate manpower including relievers (at least the stipulated number in financial bid) of experienced and licence holders/ITI qualified, wherever applicable, trained personnel (electricians/mechanics/technicians/ operators/ helpers etc.) desired experience in the respective areas i.e. Operation and Maintenance of Electro Mech. Services (Electrical and related systems and services) of their duties at IFCI Tower to the satisfaction of IFCI at the site in appropriate shift duties.

b) The contractor shall also deploy at site a qualified and experienced Site Engineer/Site In-charge/ Supervisor in the relevant field with diploma/degree in electrical engineering (having minimum 8 years' experience and already handled similar job in a high rise buildings/modern storied building. The site engineer shall be responsible for liaising the maintenance activities at site and liaising with BSES in case of breakdown follow-up etc. All break-down shall be reported to IFCI immediately and rectified without any loss of time. In case of non-availability of site engineer/ site in-charge /supervisor at site, the alternate arrangement of the same will be responsibility of the contractor without any extra cost, after consultation of IFCI. The summarized details are as under:

DETAILS OF MANPOWER AT SITE:

S. No.	Category	No. of Manpower	Minimum Qualification	Minimum work Experience
i.	Electrician including Networking- Skilled	05 Nos.	10 th Pass with ITI in Electrical from any recognized institute.	Min. 05 Years experienced in the O&M of Electrical works, HT/LT Panel, DG sets/DG Panel, Transformer, UPS etc. and at least one manpower should have knowledge of networking work.
ii.	Operators (DG and HT /LT Panel) - Skilled	10 Nos.	10 th Pass with ITI in Electrical from any recognized institute.	Min. 05 Years' experience in the O&M of Electrical works, HT/LT Panel operator, Operation of DG sets/DG Panel, Transformer, UPS etc.

iii.	Helper- Unskilled	04 Nos.	10 th Pass	Min. 04 Years experienced having basic knowledge of Electrical Works.
iv.	Technician – Highly Skilled	01 No.	Diploma/degree holder in the Electrical field.	Min. 06 years' experience as site technician cum supervisor in the relevant field (O&M of Electrical Works, LT/HT Panel, DG Set, UPS, Transformer works etc.) and should have worked with the contractor for a minimum period of 02 years and already handled similar job in a high rise buildings/modern storied building. Additionally, should have basic knowledge of computer.
v.	Site In-charge- "Specialized"	01 No.	Diploma/degree holder in the Electrical field.	Min. 08 years' experience as Site engineer/Site in-charge in the relevant O&M of Electrical Works, LT/HT Panel, DG Set, UPS, Transformer works etc. and should have worked with the contractor for a minimum period of 03 years and already handled similar job in a high rise buildings/modern storied building. Additionally, should have basic knowledge of computer.
	Total	21 Nos.		

Note: (i) All the above personnel are to be deployed in 08 hourly shifts. The above categories are defined for the purpose of taking Minimum Wages into consideration as applicable to Central Govt. from time to time. However, wages to the staff falling under 'Specialized' category, will be payable at the rate not more than 25% higher than the Minimum Wages applicable to 'Highly Skilled' category, considering Managerial/Specialized skills required for the role.

(ii) The stipulated manpower is inclusive of relievers for the purpose of weekly off. However, other than the weekly-off, if any staff proceeds on leave or remains absent due to any reason whatsoever, the Contractor shall be responsible for providing suitable reliever/ replacement and no extra payment shall be made by IFCI in this regard.

(iii) IFCI reserves the right to review/ revise the above categories at any stage, before or after awarding the Contract.

(iv) IFCI also reserves the right to adopt/follow any other methodology or provision in terms of fulfilment of statutory compliances, whenever felt necessary at any stage of the Contract and in such case, the decision of IFCI shall be final and binding to the Contractor.

- c) The manpower as indicated above, is to be deployed in 08 hourly shifts round the clock for 7 days a week, 365 days an year including Sundays, Festivals, National Holidays. IFCI will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and roaster control shall be the contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of IFCI. A list of the persons deployed, together with their qualification and experience shall be submitted to IFCI immediately on commencement of the contract. IFCI reserves the right to advise replacement/change the manpower deployed by the contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the contractor is reduced, the monthly charges will also be reduced proportionately. Similarly, the charges for extra deployment would be made as per the minimum wages.
- d) The Contractor shall maintain at site in fully furnished and equipped office with Computer with internet connectivity, Printer cum scanner, and any other required accessories along with all office stationeries as a part of the Contract without any extra payment.
- e) The site in-charge/ Supervisor should have basic knowledge of the Computer. He should not be over 55 years.
- f) The Contractor should provide the mobile at least to his site in-charge/Supervisors and the site in-charge should be available round the clock besides his duty hours for any emergency at site.
- g) The Contractor shall provide at-least 02 pairs of proper uniform and seasonal uniform each with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to their staff deployed at IFCI Sites every year. Apart from this, the Contractor will also be responsible to provide PPE (Personal Protective Equipment), Providing Sanitization Material etc. to his staff deployed at IFCI Sites required for execution of the works mentioned hereunder.
- h) Thorough checking of staff during entry/exit would be made by IFCI's security guards.
- i) Drawing & Design: The contractor shall prepare drawings viz., - Single Line Diagram (SLD), Layout Drawing, Scheme drawing etc. or other related drawing in AutoCAD, as per existing equipments installed in the building, as and when directed by IFCI or if any modification/changes take place due to repair/replacement/up-gradation during the contract. The contractor shall submit the drawings in Hard as well in soft copy to IFCI for its reference.
- j) The contractor shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to, in minimum agreed time, as per industry norms/practice, failing which, IFCI will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit.
- k) The contractor shall supply and maintain all spare parts/materials/consumables that may be required for maintenance of all the systems, free of costs and/or overhead/labour charges during the tenure of the contract. All routine, preventive maintenance, overhauling, breakdown maintenance etc. are included in the scope of work.

CHAPTER – 6

Standard Terms & Conditions

For

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (Electrical and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

RFP No: IFCI/CPD-Estates/E-Tender/2020-21/14

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

Completeness of Response

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

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

Amendment of Tender Document

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

Validity of the Tender

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

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

Language

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

Rectification of Errors

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

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

- If Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

Clarification of bids

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

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

Confidentiality of the Document

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

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

Clarification of Tender Document

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

Addressing

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

Rejection of Bid

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

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in outright rejection of Bidders bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any evidences of cartelisation.

- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.
- Bids submitted without or with improper EMD

Technical Rejection Criteria

Technical Bid containing commercial details.

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

Commercial Rejection Criteria

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

Right to Accept or Reject the Tenders

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

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

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

- a) In case of any damage to IFCI's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to IFCI as may be advised by IFCI. The contractor shall also take full responsibility and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his workers.
- b) If due to negligence and or non-observation of safety and other precautions by the contactors, 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.
- c) IFCI will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by IFCI in this regard.
- d) The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.
- e) 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.
- f) 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.
- g) Maintenance of Registers and forms: 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 above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.
- h) **Commercial Offer will be finalized on the basis of "Comprehensive Monthly Maintenance Charges including Service Charges" quoted by the agency. The bidders are advised to refer the prescribed Financial Bid Format carefully. These charges so quoted, shall remain fixed during entire period of the contract including extension, if any.**
- i) **The Contractor shall pay the wages, ESI, EPF, Bonus, gratuity as applicable from time to time relating to contractual personnel deployed in IFCI sites. IFCI shall have no liability in this regard.**
- j) IFCI reserves the right to alter 'Scope of Work' and/or modify the requirement of manpower at any stage during the contract with proportionate adjustments in monthly charges payable to the Contractor
- k) **Contractual Rates:** The Bidders must assess carefully the 'Scope of Work' and quote charges as per prescribed **Financial Bid Format**. These charges so quoted, will remain fixed during entire period of the contract including extension, if any and will be payable. Extension of the contract will be subject to satisfactory performance of the Contractor during the initially awarded contractual period. Performance of the Contractor will be evaluated at regular intervals in-line with performance indicators given in the tender document.

Special Note: The stipulated manpower is inclusive of relievers for the purpose of weekly off. However, other than the weekly-off, if any staff proceeds on leave or remains absent due to any reason whatsoever, the Contractor shall be responsible for providing suitable reliever/ replacement and no extra payment shall be made by IFCI in this regard. **Therefore, bidders are advised to read the document carefully and consider all such implied charges vis. Overtime/ Leave/ Administrative/ Insurance charges etc. while submitting the quote.** Unless specifically mentioned in the tender document, no other charges, will be paid by IFCI to the Contractor under any circumstances. The Contractor shall be responsible for fulfilling all the prevailing statutory compliances and IFCI will not assume any responsibility thereto due to failure of the Contractor.

l) Contract Period: The Contract will be initially for a period of Two years with a provision of one year extension subject to evaluation of the performance of service provider by IFCI before end of second year contract. The rates for the 3rd year, if renewed, shall be the prevailing rates quoted by the bidder. However, all other terms and conditions will remain unchanged. The performance of the service provider/Contractor may be evaluated every year on a continuous basis and the extension /renewal of contract will be based on performance evaluated by IFCI or third party inspection report or both. The renewal of the Contract, if any, shall be solely on decision of IFCI.

m) IFCI reserves the right to adopt any other methodology or provision in terms of fulfilment of statutory compliances, whenever felt necessary at any stage of the Contract and in such case, the decision of IFCI shall be final and binding to the Contractor.

n) **Evaluation of Bids:** IFCI can seek any information/ clarification from the bidder (s) during analysis of the Bids at any stage of the process. In case, the bidder fails to provide sought information in time, IFCI can reject such bid (s) without entertaining further requests/ communication in this regard. Further, IFCI is not bound to select the lowest bidder.

o) **Termination of Contract:** IFCI reserves the right to terminate the contract without assigning any reasons giving three months' notice to the contractor. Similarly, the contractor will also have to give three months' notice in case contractor wants to discontinue the contract. However, IFCI reserves the right to forfeit/invoke guarantee amount in such case to the extent of additional cost involved/incurred by IFCI.

p) It is purely contractor's responsibility to get his staff acquainted/trained with the site conditions, operation and maintenance procedure, equipment detail, safety devices, scope of work etc.

q) Contractor should have Government Electrical Contractor License, PF, ESIC, labour license and experience in similar field as mentioned in scope of work.

r) For carrying out job the contractor has to make his own arrangements for men, tools, tackles, testing and measuring equipment, safety and protective gear/devices for carrying out the work.

s) Running of the system under abnormal condition or in risky circumstances will attract penalty.

t) Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by IFCI shall be imposed on the contractor.

u) Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the IFCI including, but not limited to:

- i) Theft or pilferage of property of IFCI
- ii) Fire, flooding, breakage or damage
- iii) Violence or physical attack on the Building.
- iv) Any act or incident which may prove detrimental to the interests of IFCI - the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the IFCI shall be final in such matters.

v) At the time of completion of contract, IFCI may retain last two months monthly billing amount which will be released after completion and successful handing over of the said contract to another agency as awarded through tendering process. However, the contractor will pay all the wages and comply the statutory compliances towards manpower deputed at site for each month till completion of contract.

w) **Penalty Clause:** In case of delay, repetition of work, non-compliance, inadequate staff etc., penalty will be imposed as per the clause mentioned:

- i) **Non- Compliance of work:** In the event of failure of compliance of awarded work in stipulated time penalty will be imposed as per double of actual expenditure incurred in attending to the same by other Agency.
- ii) **Performance Indicator/Uptime and Penalty:** All complaints have to be attended to, in minimum agreed time, failing which, IFCI will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit. The Contractor shall ensure, in emergency cases the reported fault/support request is attended promptly and in any case within 12 hours from the reporting time and rectification thereof. Defect/ fault of general or not of serious nature have to be rectified within 48 hours of the reporting and until such period standby equipment shall be provided by the Contractor on immediate basis to ensure smooth functioning of the system/equipment. The Contractor shall be responsible to maintain 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%	Up-to 20% of the total value of the Monthly bill
(iii)	70 – 80%	Up-to 40% of the total value of the Monthly bill
(iv)	Below 70%	Up-to 100% of the total value of the Monthly bill

Note: (a) No complaints in regard to systems etc. should remain pending for more than 48 hrs. However, complaints if any, 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.

(c) Penalty can be levied on Total Monthly Value or on Quoted Charges, at sole discretion of IFCI.

iii) After completion of the contract, if the said work is awarded to another agency/firm/vendor, smooth handing over of entire system/ equipment(s) be done within 30 days in good working condition to next selected contractor. During the process of Handing Over-Taking Over, if any fault is observed by IFCI/new contractor, the same should be rectified within 30 days period of identification of the issue/defect. If the defect is not rectified within 30 days 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.

x) **Monthly Payment:** The payment shall be released on monthly basis after 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 3rd of the following month and payment shall be released upon satisfactory performance, subject to scrutiny of the bills as per terms of the Contract. TDS and other taxes, as applicable will be deducted from your payments at the prevailing rates. The payment shall be made on submission of the following documents:

i) Certificates with regard to payment made to staff deployed at IFCI Site (s) in accordance with the latest Minimum Rates of Wages applicable to Central Govt. as fixed from time to time. The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employees along-with bills. The Contractor shall be responsible for directly remitting monthly wages in Bank A/C of the workers as per latest guidelines of the Labour Department. IFCI, may ask the Contractor to submit Bank Statement as documentary evidence of remittance of wages, at any time during the contract.

ii) Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along-with certificate.

iii) IFCI may ask contractor to enclose a list of works carried out along-with details of material consumed, material, challan etc. every month while submitting its bill. IFCI can ask the Contractor to submit any other document or provide details pertaining to "Scope of Work" at any stage of the contract. In case, it is found that the Contractor is unable to provide the required details/document and if there is any mismatch in actual consumption of the material at site and the documentary evidence so provided by the Contractor, IFCI shall be free to impose penalty on the Contractor as per terms of the agreement.

iv) The Contractor will also furnish every month a certificate/undertaking along-with bill to the effect that all statutory obligation/ requirements have been complied with in regard to wages/OT, contribution to PF/ ESI/ Gratuity etc. to their staff and IFCI will not assume any responsibility thereto.

y) **Insurance**

a) This being a pure works contract, the personnel engaged by the contractor and deployed by him at IFCI premises will be in no way be deemed as working under employment of IFCI and there shall not exist any employer-employee relationship between IFCI and the contractor or his personnel deployed by him. The workforce deployed by the contractor should be adequately covered under Term Insurance Plan as well as Personal Accident Insurance Plan during the entire duration of the contract under the relevant rules/laws of the State and Central Government. The Contractor shall mandatorily submit a copy of both the Insurance Policy duly incorporating names of the personnel deployed by the Contractor at IFCI Site within 30 days from the date of award of the work. Failure in doing so, shall attract penalty as may deem appropriate by IFCI. Further, these insurances shall be applicable on continuous basis even in case of replacement and/or additional deployment of any staff, be this arrangement temporary or on permanent basis. 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 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.

b) If due to negligence and or non-observance 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 expenses, if directed so by the appropriate authorities.

c) 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.

z) **Responsibilities of the Contractor in respect of local laws, employment of works 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. 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 will keep himself abreast of the latest statutory compliances of labour at all the times during contract. 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.

- b) 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.
- c) 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.
- d) 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. 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) 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. The Contractor shall also be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- f) 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. The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- g) 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.
- h) The contractor shall arrange for such safety devices as are necessary for executing the works and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- i) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by IFCI. The contractor has to assist in HSE audit by IFCI and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of IFCI.

j) 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.

Price Basis

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

Merger/ Acquisition of Bidder

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

Delays in the Bidder's Performance

An un-excused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify IFCI in writing of the fact of the delay, its likely duration and its cause(s).

IFCI reserves the right to reject the vendor/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. Notwithstanding anything contained herein above, IFCI shall have the right to terminate this Agreement at any time during its currency by giving Three (3) months' Notice to the Contractor without assigning any reason and without liability therefore to the Contractor and IFCI shall be entitled to recover any money becoming due under this Agreement from the Contractor. The decision of IFCI will be final in the regard.

As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract, however.

Confidentiality of Information

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

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

Assignment

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

Waiver of Minor Irregularities

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

Supplementary Information to the RFP

If IFCI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP, shall be made available on IFCI website / CPP portal only.

Earnest Money Deposit (EMD)

Document to be enclosed:

Earnest Money of Rs.6,00,000/- (Rupees Six lakh only). EMD may be remitted in form of NEFT/RTGS in IFCI bank account as detailed below.

Beneficiary: IFCI Ltd.

Account No. 00030350002631

Bank Name: HDFC Bank, HT House, KG Marg, New Delhi

IFSC Code: HDFC0000003

Please provide remittance advice/ copy of bank statement evidencing remittance in favour of IFCI.

In case EMD is provided in form of Bank Draft/ Bankers Cheque, following information should be marked on the face of the sealed envelope.

Name of Party.....

Tender No.....

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

EMD must be submitted in a sealed envelope addressed to

IFCI Ltd.
15th floor, IFCI Tower,
61 Nehru Place,
New Delhi – 110 019
Tel.: 011-41732000

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

Discharge of Bid Security / EMD

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

EMD to be forfeited

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

Award of Contract

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

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

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

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

Commencement of Work

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

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

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

Annulment of Award

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

Liability of the Agency

The Agency shall be responsible to maintain the following registers/forms as required under the prevalent labour laws in force from time to time. The register includes:

- a. Form XIII - Register of workmen employed by contractor (Rule 75)
- b. Form XIV - Employment card issued by contractor (Rule 76)
- c. Form XVI - Muster Roll (Rule 78 (1) (a) (i))
- d. Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- e. Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
- f. Form XIX - Wage slip (Rule 78 (b))
- g. Form XX - Register of deduction for damages or loss (Rule 78(1)(a) (ii))
- h. Form XXI - Register for fines (Rule 78 (1) (a) (ii))

- i. Form XXII - Register of advances (Rule 78 (1) (a) (ii))
- j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii))
- k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1)
- l. Any other register as may be required, under law.

The contractor shall maintain the above registers neatly, completely and legibly and make available them for inspection by various statutory authorities and the company officials even at short notice.

Performance Security / Bank Guarantee

The vendor needs to deposit a Performance Bank Guarantee or Security deposit by way of Demand Draft/RTGS within 30 days from the date of acceptance of work order, for an amount of 10% of the total Bid Value. BG format attached as Annexure 11.

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

- i) The validity of Bank Guarantees towards Security Deposit shall be upto the completion period as stipulated in the Letter of Intent/Award +3 Months, (i.e. --- months) and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the **Service Providing Agency**, by IFCI.
- ii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by IFCI. IFCI shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
- iii) In case the Bank Guarantees are not extended before the expiry date, IFCI reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder/Manpower Agency.
- iv) E-Tenderers to note that any corrections to Bank Guarantees shall be done by the issuing Bank only through and amendment in an appropriate non judicial stamp paper.
- v) The Original Bank Guarantee shall be sent directly by the Bank to IFCI under Registered Post (Acknowledgement Due), addressed to the Dy. General Manager (CPD), IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi – 110 019.

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

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

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

Return of Security Deposit

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

Indemnity

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

Liquidated Damages and Penalties

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

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

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

Rights of IFCI

- i. Decision of IFCI in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency.
- ii. In case of any dispute between the Agency and IFCI, the IFCI shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.
- iii. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at IFCI.
- iv. IFCI's authority reserves the right to ask for replacement of a particular personnel employed by the agency if the services of the individual are found unsatisfactory. But in case such a

request for replacement is made, the agency will ensure the compliance of the required formality.

- v. The IFCI has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving three month notice in advance to the agency in writing or by making equivalent payment thereof.
- vi. In case of any difference of opinion or dispute arising between the parties, regarding interpretation or implementation of any of the terms and conditions of the contract / agreement, then the same shall be referred to the CEO of the IFCI whose decision shall be final and binding upon both the parties. However, for all matters jurisdiction shall be at the local courts located Delhi.
- vii. IFCI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the deployed personnel of the service providers with IFCI.
- viii. IFCI shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The IFCI shall submit same to the agency an attested photocopy of the attendance record and the agency shall have to enclose the same with the monthly bill on or before 5th day of the following month.

Termination Clause

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

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

- Non fulfilment of any contractual obligations
- In the opinion of IFCI, the Service Provider (agency) is overloaded and is not in a position to execute the job as per required schedule.

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

Force Majeure

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected Vendor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a) That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

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

Arbitration & Reconciliation

- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Service Provider (agency) in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the

decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by IFCI.

- The award of the Arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
 - i) The cost of arbitration shall be borne equally by both the parties.
 - ii) Work under the contract shall be continued during the arbitration proceedings.

CHAPTER – 7

ANNEXURES

For

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (Electrical and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

IFCI Limited

RFP No: IFCI/CPD-Estates/E-Tender/2020-21/14

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

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

Tender No: -----

Dated:

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Specification No:

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

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

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

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

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

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

I/We certified that all the dues of personnel deployed at IFCI Site, for the said contract, have been undertaken by us, in accordance with the latest minimum rates of wages, as fixed by the Central Government wages act. All the statutory obligations/requirements have been 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:

Tender Acceptance Letter

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

To

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

Dear Sir/Madam,

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

Tender Reference No: _____

Re: Comprehensive Contract for Operation and Maintenance of Electro Mech. Services **(Electrical and related systems and services)** at IFCI Tower, 61 Nehru Place, New Delhi.

Dear Sir,

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

7. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

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

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

10. We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IFCI and in case of such observance at any stage, it shall be treated as null and void and our tender shall be deemed to be withdrawn.

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

12. We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable), and acceptance to Reverse bidding process.

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

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal

Annexure-3

Bidders General Information & Eligibility Criteria

Sub: Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (**Electrical and related systems and services**) at IFCI Tower, 61 Nehru Place, New Delhi.

1	Name of the Partnership Firm / Company. In case of Partnership Firm – the names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.	
2	Year of Registration/Incorporation	
3.	Address of the Firm / Company	
4.	(i) Telephone No (Land line) (ii) Mobile No. (iii) FAX No. (iv) E-mail address	Office: Residence:
5.	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.
6.	GST No. (Attested Copy to be attached) of the Bidder	
7.	PAN No. (Attested Copy to be attached)	
8.	Whether MSME (Attach valid MSME certificate)	
9.	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> • Name of the Bank • Branch and address • IFSC Code (Copy of recent Bank Statement to be attached)	
11.	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
13.	ESI Number & DATE (Valid ESI code required)	
14.	Average Annual financial turnover during the last 3 years ending March 31, 2019 or March 31, 2020 should be at least ₹ 10.00 Crores.	Certified copies of the balance sheet and profit & loss statement for the respective 3 completed financial years or CA certificate to the effect.
15.	The bidder must have 05 years of continuous experience w.e.f. April 1, 2015 in operations and maintenance contract of High-rise building/multistoried modern building having in PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc.	Similar work" means Operation and Maintenance of Electro Mech. Services (Electrical related systems and services) i.e. maintaining of 11 KV HT sub-station, Transformers, HT & LT panel, switchgears, DG sets, with PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc. The bidder shall submit signed and scan copy of PO Copies/Work order

		copies/ completion/ performance certificate issued by client in support of satisfactory completion of similar works during the last 5 years.
16.	The Bidder must have office at Delhi/NCR and submit necessary proof thereof. Bids submitted without documentary evidence of having registered office at Delhi/NCR, shall be rejected summarily.	Valid address proof must be enclosed.
17.	The bidder should have experience of maintaining of 11 KV HT sub-station having 1500 KVA Transformer and 1000 KVA DG set and submit necessary proof thereof.	The bidder shall submit necessary proof.
18.	The contractor shall have 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. The bidder/contractor should have valid Electrical License/ HT License from relevant Electrical authorities at Delhi and submit necessary proof thereof.	Current Valid copy of <ul style="list-style-type: none"> • Registration certificate obtained from Labour Commissioner Office. • Current Valid copy of registration certificate from ESI and EPFO. • Valid Electrical License/ HT License from relevant Electrical authorities at Delhi
19.	The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments / amendments/modifications: <p>j The payment of wages Act 1936</p> <p>k The Employees Provident Fund Act 1952</p> <p>l The contract Labour Regulation Act,1970</p> <p>m The payment of Bonus Act 1965</p> <p>n The payment of Gratuity Act, 1972</p> <p>o The Employees state insurance Act, 1948</p> <p>p The Employment of children Act, 1938</p> <p>q Minimum wages Act, 1948</p> <p>r Any other Act /Rules/ Regulations</p>	Declaration in this regard by the authorized signatory of the Responder.
20.	Integrity Pact	Applicable

Date:

Place:

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

Nature of Works / Contracts executed

		Duration of Service		Value of work order
		From	To	
Name & Address of the Organizations / PSUs/MSCs where Comprehensive Contract for Operation and Maintenance of Electrical and related systems during the past five financial years <i>(Please attach copies of contract/ satisfactory certificate from the concerned organizations)</i>	Work order dated (attested copy attached)			

(Note: Pl provide a minimum of 5 such works)

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

Date:
Place:

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

FINANCIAL BID FORMAT**SCHEDULE OF QUOTE**
(To be submitted in Financial Bid)

Ref: Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (**Electrical and related systems and services**) at IFCI Tower, 61 Nehru Place, New Delhi.

Job Description	Monthly Charges (in Rs. - Excluding Taxes)	
	(to be quoted in Numeric)	(to be quoted in Words)
Comprehensive Monthly Maintenance Charges including Service Charges: Electro-Mech Services (Electricals System) at IFCI (Tower/Car Parking): Comprehensive Operation & Maintenance (O&M) of Entire Electricals Systems, HT/LT panels, Transformers, DG Sets, Diesel Pumping & Storage, Batteries, UPS Systems, Electrical Distribution Boards/ system, Automatic Voltage Regulator, Computer Networking & other related systems/sub-systems/services connected with above systems and its repair/maintenance/replacement including supply of spares and consumables etc.		

Note:

- (i) **Commercial Offer will be finalized on the basis of "Comprehensive Monthly Maintenance Charges including Service Charges" quoted by the agency.**
- (ii) The Amount, both in numeric and words, is to be quoted in Rupees excluding taxes. These charges will remain fixed during the entire period of the contract including extension, if any.
- (iii) **The Contractor shall pay the wages, ESI, EPF, Bonus, gratuity as applicable from time to time relating to contractual personnel deployed in IFCI sites. IFCI shall have no liability in this regard.**
- (iv) **The rates of wages payable to the manpower falling in different skill-set deployed by the Contractor, will be reimbursed on actual, in reference to the notification published by the Ministry of Labour & Employment, Govt. of India, applicable from time to time for Building Operations.**
- (v) Commercial Offer will be finalized based on detailed assessment of 'Financial Bids'. IFCI reserves the right to seek any information/ clarification from the bidder (s) during analysis of the Bids. In case, the bidder fails to provide sought information in time, IFCI can reject such bid (s) without entertaining further requests/ communication in this regard. Further, IFCI is not bound to select the lowest bidder.

(vi) The Bidders are advised to quote rates after careful analysis of cost involved considering all specifications and conditions of the contract. In case, the quoted rates (or any part of the quoted rates) found to be unusually high or unusually low, it will be a sufficient ground for IFCI to reject such offer (s) unless reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the Bidder on demand.

(vii) IFCI reserves the right to alter 'Scope of Work' and/or modify the requirement of manpower at any stage during the contract with suitable adjustment in monthly charges payable to the Contractor.

(viii) IFCI also reserves the right to cancel the bid at any stage of the selection process without assigning any reason.

(ix) Submission of offer in any other format may result in cancellation of the offer.

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

To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney/Authorization letter

Escalation Matrix

Tender No: -----

Dated:

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

Name	Organization	Designation	Mobile	Phone	Email address

Date:
Place:

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

Format of sending Pre-bid queries

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sr. No.	Section Number	Page Number	Query

Date:

Signature of authorized person

Place:

Full Name & Designation:
Company's Seal

DECLARATION FOR RELATION IN IFCI

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

Tender No: -----
.....

Dated:

To,

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

Dear Sir,

Sub: Declaration for relation in IFCI

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

Tick (√) any one as applicable:

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

OR

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

(i)

(ii)

Date:
Place:

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

Integrity Pact

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

(_____ Name of the Department / Officer)

Tender No. _____ for _____
(Each Tender must have Distinct Number and Subject Matter)

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

And

M/s. _____

_____ (with complete address and contact details) represented by Shri _____ (i.e. Vendor / Bidders hereinafter called the 'Counter Party') which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

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

NOW THEREFORE,

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

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

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

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

A. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

B. Commitments of Counter Parties

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

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any

person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

D. Consequences of Breach

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

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

E. Equal Treatment of all Bidders/Manpower Agencies/Sub-Manpower agencies/Counter Parties

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

F. Independent External Monitor (IEM)

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

Dr. Anita Chaudhary
Email Id: anitach123@hotmail.com

Shri Sadhu Ram Bansal
Email Id: sr.bansal123@gmail.com

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD&CEO, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Manpower Agency's Tender Documentation / papers / files. The IEM is under

contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.

4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

G. Duration of the Integrity Pact (IP)

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

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

H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.

4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

I. Legal and Prior Rights

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

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

(For and behalf of Principal)

(For and behalf of Counter Party)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

Guarantee No.:

Amount of Guarantee: Rs. -----

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

Last date of Lodgement of Claim: -----

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

WHEREAS

- i) IFCI has placed orders on M/s ----- having its office at ---- ----- (hereinafter referred to as 'Supplier') vide its letter No.----- dated ----- for supply and installation of ----- as per specifications and terms and conditions given in the above said orders, at a total cost of Rs. (Rupees ----- only) including all taxes/VAT and excise duties etc. The supplier has now submitted invoices to IFCI, for the supply and installation of said ----- amounting to Rs.----- (inclusive of all taxes and duties.) ii) The said orders, inter-alia, provides that a sum of Rs.-----being the 90% of the price of the said ----- will be paid to the Supplier by IFCI on delivery of the said equipment and balance 10% upon furnishing a bank guarantee to IFCI, equivalent to 10% of the cost of the said ----- . Amounting to Rs.----- (Rupees ----- only), valid for a period of one year plus three months shall be submitted within 30 days from the date of acceptance of work order and due performance of the said -----
- iii) At the request of the Supplier, (Bank) the guarantor has agreed to give such guarantee to IFCI as hereinafter mentioned for the sum of Rs.----- (Rupees ----- only) being the 5% cost of the said ----- . Applicable as herein before mentioned.

NOW, THEREFORE, these presents witnesses as follows:

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the said ----- are found to be defective in material or workmanship or manufacturing and also in case the said ----- do not perform satisfactorily during the guarantee period and the supplier fails to rectify the

defects to the satisfaction of IFCI, the guarantor shall pay to IFCI upon demand immediately and without demur a sum of Rs.----- (Rupees ----- only) equivalent to 10% of the said ----- as herein before mentioned.

2. The Guarantor shall also indemnify and keep IFCI indemnified against all losses, damages, costs, claims and expenses whatsoever, which IFCI may suffer as a result of non-performance of the said ----- and also the said ----- not confirming to the purchase order specifications or any material, workmanship or manufacturing defect noticed and not rectified by the supplier during the period. The guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the supplier admits or denies such claim or question its correctness in any Court, Tribunal or arbitration/proceedings or before any authority.

3. The guarantee given hereunder shall remain in full force and effect irrespective of any change in the terms and conditions of the contract/orders and notwithstanding the fact whether notice of such change or variation is given to the guarantor or not AND the guarantor hereby specifically waives its right to receive any notice of any change and/or variation of the terms and/or conditions of the said contract/orders.

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.----- (Rupees ----- only) and the guarantee shall remain in full force and valid for a period of one year plus three months shall be submitted within 30 days from the date of acceptance of work order and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Supplier and IFCI.

5. Notwithstanding anything contained herein:

i) The bank's liability under this guarantee shall not exceed Rs. ----- (Rupees -----)

ii) The guarantee shall remain in force up-to -----.

iii) The Bank shall be liable to pay the guaranteed amount or any part thereof under this guarantee only if a written claim or demand is served upon the Bank on or before ----- (3 Months after expiry of the Guarantee) after which the bank shall be discharged from all liabilities under this guarantee.

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

For and on behalf of the guarantor
(Name and Designation of the signatory)
Authorized signatory

(On Company Letter Head)

Dated: _____

The General Manager
Estates & Security Dept.
IFCI Limited, IFCI Tower,
61 Nehru Place
New Delhi -110 019

CERTIFICATE OF UNDERTAKING- PAYMENT OF WAGES AND MAINTENANCE OF EQUIPMENT

(Ref. No.: Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (**Electrical and related systems and services**) at IFCI Tower, 61 Nehru Place, New Delhi.)

It is confirmed that all the dues including overtime 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 Ministry of Labour & Employment, Govt. of India. All the statutory obligations/requirements have been complied with, in regard to payment of wages, contribution to PF/ ESI/ Gratuity/ Bonus etc. and any other dues have been met by us and IFCI will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with. We also confirm that the consolidated monthly payment challans to ESI & PF authorities include the contributions deducted from all personnel deployed at IFCI Tower.

We, further confirm that we are maintaining all the Building Management System and Equipment at IFCI Sites as per terms of the Tender and Contract Agreement and abiding by all the statutory compliances pertaining to Health, Safety and Environment.

Regards

Signature
(Name of the Concerned Person)

For & on behalf of (Name of Company)

Seal of the Company

UNDERTAKING

(To be executed on Company letter head)

We(Name & Address of the Bidder/Contractor) undertake that we will maintain the whole equipment(s), its sub equipment(s), subsystem(s) properly in smooth running condition. As we have accepted and offered the prices for all-inclusive comprehensive maintenance contract in the submitted bid, If any equipment or its related parts or machinery found damaged/not working properly/ abnormal sound/heating/leakage/wiring damage/insulation damaged/any parts rusted/equipment part's missing/the loss of any items/ spare part damage etc. than we shall be fully responsible for rectification of interpreted system and for also keeping the whole system in completely healthy and smooth running condition.

2. 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 per agreed by IFCI.

Signature of Authorized Person:
Name:

Date:
Place:

Address:
Company Seal