



Request for Proposal

For

Selection of Agency /Vendor for Comprehensive Contract for:

- (i) Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.**
- (ii) Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi**

IFCI Limited

RFP No. IFCI/CPD-Estates/E-Tender/2020-21/19

Mode of Tender - E-tender

**To be submitted before
12.00 Noon on 11/12/2020**

Addressed To

Deputy General Manager (Centralized Procurements)

IFCI Limited, IFCI Tower, 61 Nehru Place,

New Delhi - 110019.

Index of Tender Document

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CHAPTER – 1

1. Introduction

- a. 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.
- b. 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 makes the product-mix a key differentiator for building, enduring and sustaining relationship with the borrowers.

2. Invitation for Tender Offers

- a. IFCI invites e-tender offers in two bid system (Technical and Financial bid), from eligible, reputed agencies having sufficient experience of providing Comprehensive Contract for:
 - (i) **Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.**
 - (ii) **Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.**
- b. **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.**
- c. 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.
- d. 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.

3. Key Events & Dates

S. N.	Particulars	Details
01	Tender Notice No	IFCI/CPD-Estates/E-Tender/2020-21/19
02	Tender Name	Selection of Agency /Vendor for Comprehensive Contract for Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi and Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.
03	Bid Security / EMD (In form of Pay order/DD)	Rs.2,20,000/- (Rupees Two lakh Twenty Thousand only)
04	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) .
05	Date of Issue	20/11/2020
06	Date of Pre-Bid Meeting	03/12/2020, 11:00 AM Through Conference Call
07	Last date for seeking clarifications, if any	04/12/2020, 11:00 AM
08	Last date & time of submission of Bid (Technical & Commercial)	11/12/2020, 12:00 Noon
09	Date & time of opening of Technical Bids	14/12/2020, 2:30 PM
10	Date & time of opening of Commercial Bids	Shall be communicated to Technically Qualified Bidders
11	Address of Communication and Pre-Bid Meeting	IFCI Ltd. 15 th floor, IFCI Tower, 61 Nehru Place, New Delhi – 110 019
12	Name of the contact person for any clarification	Shri Saurabh Kumar, Mob - 9810094438 Smt. Prabha Sharma, Mob - 9990725657
13	e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail rfpquery@ifcilttd.com
14	Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from last 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

1. 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 bidders with information to assist the formulation of their proposals.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 online at <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 Controller of Certifying Agency (CCA) approved certifying agency.

Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. **The bidders are requested to read carefully the user manual available on the 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 as per the details mentioned below:

E-mail ID : support-eproc@nic.in
Phone No. : 0120-4001002, 4001005, 6277787

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 /Banker's Cheque 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 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 (online bid) shall consist of financial format/schedules. The bidder shall read the terms and condition as mentioned in the format / tender document and submit the form accordingly . 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/Bankers Cheque are essential with the 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 (Technical and Financial).
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 Standard Terms and Conditions of Contract also 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 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 Bidder / 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 Bidder / 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 document.
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 document may result in the rejection of the tender.
20. This document has not been filed, registered or approved in any Court of Competent jurisdiction. Recipient 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 tendering 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 minimum Rs. 10.00 Crores.	The bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant.
2.	The bidder must have 05 years of continuous experience w.e.f. April 1, 2015 in:- (i) Providing Comprehensive Operation & Maintenance Services of BMU Roof Machines and Cleaning of External Façade (Glass & Aluminium Composite Panels-ACP) in high-rise building/ multi-storeyed modern building owned by Govt./ PSUs/PSU Banks/Financial Institutions or MNCs/Corporates etc. of repute. (ii) Maintenance contract of office premises in High rise building/multi-storeyed modern building in 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 must have registered 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.
4.	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.	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.
5.	The agency 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.
6.	Integrity Pact	Applicable

IMPORTANT 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

Selection of Agency /Vendor for Comprehensive Contract for:

- (i) Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.**
- (ii) Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.**

RFP No: IFCI/CPD-HO/E-Tender/2020-21/19

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

Scope of Work

(I) Details

IFCI Tower is a high-rise building having 02 basements + Ground +18 Floors & Car Parking consisting of Ground + 02 basements and piazza (Garden). It consists of corporate office of IFCI and various reputed MNCs/ tenants. This will be a comprehensive Operation and Maintenance Contract of BMU Roof Machines and Cleaning of External Façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi and Maintenance Contract for office premises at IFCI Tower, New Delhi. Therefore, participating Bidders are strongly advised to read 'Scope of Work' and other conditions carefully and inspect the building/premises thoroughly before submitting their bid. Unless specifically mentioned, in no case, IFCI shall be responsible for payment of additional charges (other than quoted amount) to the Contractor for any work which is part of the 'Scope of Work'. Participating Bidders should physically inspect the entire systems/equipment and make an assessment of the average consumption of consumables/spares etc., before submitting their offer. Scope of Work is broadly categorized into the following:

- (i) Deployment of Manpower having Essential Qualifications
- (ii) Details of BMU Roof Machines, Systems and Equipment and Major Works under 'Scope of Work'
- (iii) Work as mentioned at any other place in the Bid Document

Special Note:

a. Commercial Offer will be finalized on the basis of "Monthly Comprehensive Maintenance/ Material Charges including Service Charges (exclusive of taxes and Wages of Manpower). The bidders are advised to refer prescribed Financial Bid Format carefully. These charges so quoted, shall remain fixed during entire period of the contract including extension, if any.

b. IFCI reserves the right to alter 'Scope of Work' and/or modify the requirement of manpower at any stage during the contract. The deployment of manpower shall be in line with the terms mentioned in the tender document. For any change in Scope of Work, the terms may be negotiated and shall be in line with market rates.

(II) DEPLOYMENT OF MANPOWER AND ESSENTIAL QUALIFICATIONS

1. **Deployment of Manpower:** The Contractor shall deploy the manpower as stipulated in the table below, having requisite qualifications, professional competency and work experience in respective areas of their duties as outlined in 'Scope of Work' to the satisfaction of IFCI in appropriate shift duties.

S. No.	Category	No. of Manpower	Minimum Work Experience
(A) Deployment of Manpower for BMU Roof Cleaning/ Façade Cleaning System			
(i)	Site/ Rescue Supervisor- Skilled	01 No.	All the personnel including Site cum Rescue Supervisor, should be duly qualified and trained in their field, having requisite experience of 05 years at

S. No.	Category	No. of Manpower	Minimum Work Experience
(ii)	Glass & ACP Cleaner- Semi-Skilled	05 Nos.	least for safe Operation and Cleaning of BMU Roof Machines and External Façade (Glass & Aluminium Composite Panels-ACP) and in-depth knowledge of safety standards of high-rise buildings. Site cum Rescue Supervisor should be deputed to ensure safe operation of Façade Machines and to ensure prompt rescue of operators in case of any accident/emergency.
Total		Six (06)	

(B) Deployment of Manpower for Maintenance of Office Premises at IFCI Tower

(i)	Carpenter- Skilled	02 Nos.	Minimum 05 years of relevant experience of working in all kinds of carpentry works in commercial/offices/residential premises/ society/ campus of repute. Carpenter should be able to construct and put into position doors, windows, frame stairs, etc. and to attend all type of furniture repairs and to prepare and repair of wood in fixtures. Carpenter should be capable of preparing estimate of materials for different jobs.
(ii)	Plumber - Skilled	02 Nos.	Min. 05 years of relevant experience of working in all kinds plumbing techniques works in commercial/offices/residential premises/society/campus of repute and the Plumber should be well acquainted with procedures such as GI and CPVC fittings, portable water system, sanitary drainage etc.
(iii)	Mason- Skilled	01 No.	Min. 05 years of experience in bricklaying/tiling and other masonry works. Manson should be skilled in construction, alteration, repair and maintenance of masonry structures and surfaces. Manson must also possess knowledge of related tools, masonry techniques, equipment and materials.
(iv)	Painter- Skilled	01 No.	Min. 05 years' experience in the house/building painting works.
(v)	Site In-charge- Specialized	01 No.	Min. 10 years' experience as Site in-charge/Supervisor in the office/ building maintenance works.
Total		07 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.

S. No.	Category	No. of Manpower	Minimum Work Experience
<p>PSU/Undertakings from time to time. 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.</p> <p>(ii) The rates of wages payable to the manpower falling in different skill-set deployed by the Contractor, will be re-imbursed on actual basis. All wage payments shall be governed by Code on Wages 2019, Central Government Act or as applicable from time to time for Building Operations.</p> <p>(iii) The Contractor shall pay the Wages, ESI, PF/EPF, Bonus and gratuity or such other statutory payment, as applicable from time to time to the personnel deployed at IFCI sites. IFCI shall have no liability in this regard.</p> <p>(iv) 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.</p> <p>(v) IFCI reserves the right to review/ revise the above categories at any stage, before or after awarding the Contract.</p> <p>(vi) 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.</p>			

2. **Working Hours and Shift Schedule:** The manpower as indicated above, is to be deployed in 08 hourly shifts during daytime for 7 days a week, 365/366 days an year including Sundays, Festivals, National Holidays. Duty allocation and roaster control shall be the Contractor's responsibility. Exact working hours and shift pattern 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. Payment towards deployment of manpower, will be made on the basis of actual deployment. 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. **Further, the stipulated manpower is inclusive of relievers for the purpose of weekly off. However, other than weekly-off, if any staff proceeds on leave or remains absent from duty 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.**

3. A list of persons deployed personnel, together with their qualification, experience and copies of the appointment letters, photograph of each personnel in uniform have to be submitted to IFCI at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of contract. Any subsequent changes in the deployment of personnel shall be notified in advance. Further, the Contractor has to arrange for the latest Police verification from the parental Police station of the employee as well as from the present residential address Police station of the persons deployed within forty-five days (45) from the date of Award of Work. IFCI may ask to furnish the details of personnel deployed by the Contractor at any time during the period of contract.

Note: All the staff as indicated above, can be deployed in any shift and/or may require to work for extended hours on some occasions, hence, they will ensure their availability round the clock.

(III) DETAILS OF BMU ROOF MACHINES AND CLEANING OF EXTERNAL FAÇADE (GLASS & ALUMINIUM COMPOSITE PANELS-ACP)

1. The Contractor will provide all-inclusive comprehensive maintenance services and will carry out day to day operations, repairs and maintenance of the entire systems/equipment, including supplying, fixing, installing of spare parts/ materials/ consumables cabling, wire ropes etc. as per standard norms to ensure smooth functioning of BMU Roof Machine and Cleaning of External Façade. All the routine, preventive maintenance, overhaul, breakdown restoration, replacements of parts/equipment etc. are included in 'Scope of Work'. All spares/ consumables etc. must be of standard make and conforming to ISI/BIS etc. specifications. The vendor will maintain an inventory of critical spare parts etc. for the purpose of corrective and preventive maintenance. The Contractor shall take note of the following major works under scope of the work.

Details of Systems and Equipment:

S. No.	Items Description	Qty.
(i)	Imported Manntech make on Track, Powered B.M.U. with Power Slewing, Power Traverse, Power Boom Traverse, Titan Winches (traction Hoist) with safety brake and Power Cable Reeling with an out reach of 10.5mtr, Slewing and Traveling Cross Bar complete with PLC Controlled Logic and Safety with two man-power cradle.	1 No.
(ii)	CRL (indigenous) make on Track, Powered B.M.U. with Power Slewing, Power Traverse, Power Boom Traverse, Titan Winches (traction Hoist) with safety brake and Power Cable Reeling with an out reach of 5mtr, Slewing and Traveling Cross Bar complete with PLC Controlled Logic and Safety with two man power cradle.	2 Nos.
(iii)	Specialised BMU Articulated Cradle with 6.5 mtrs. Outreach for lift machine room with Titan Winches (traction Hoist) with safety brake and power Reelers	1 No.
(iv)	H-Beam 152x152x37 kg/mtrs. (Front side HDUs at 1 mtrs CC)	80 Mtrs.
(v)	H-Beam 203x203x46 kg/mtrs. (side elevation HDUs at 2 to 2.5 mtrs CC)	60 Mtrs.
(vi)	H-Beam 152x152x23 kg/mtrs. (Lift Machine room terrace HDUs at 1 mtrs CC)	41 Mtrs.
(vii)	HDU's M16 (100 C/C) for track	202 Nos.

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 "Scope of the Work". The contractor may inspect the building/premises thoroughly, before quoting for the work. Any others servicing which are not covered but necessary for smooth and trouble free working of entire system(s) are also included in the scope of work.

2. The job would be cleaning of the façade (glass including aluminium composite panels-ACP area) accessible by the façade cleaning system (or otherwise) installed at IFCI Tower. The contractor has to ensure that entire building should always be neat and clean and there should not be any accumulation of soaps/ residue from chemicals and any remain of silicon /tapes/stickers and other foreign matters etc. on glass/ACP. The façade cleaning shall be carried out on daily basis in rotation of machines by the Contractor. The contractor has to ensure cleaning of entire building from every side (IFCI Tower) at least twice a month. If it is noticed that any area/ part of the area is not cleanable/ maintainable by the existing Cleaning System or due to

any other reason whatsoever, the contractor has to make alternate/ additional arrangement like by way of spider etc., for cleaning/maintaining such areas and cost incurred thereon, shall be borne by the contractor. The Contractor shall keep proper upkeep of all the areas under the contract.

3. The service will comprise preventive/corrective maintenance and also on call basis, in case of breakdown etc. The service will include carrying out of the necessary preventive, repair/maintenance, replacement of consumables/ accessories / parts/ equipment /accessories/panels etc. without any additional cost. The Vendor shall ensure that the reported fault request is attended to promptly and in any case within 12 hours from the reporting time and rectification done on priority basis, 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.

4. The Contractor shall also arrange biweekly visit of its expert technician/engineer at our site on regular basis to have update about the functioning of the entire façade cleaning systems and in case of any fault, corrective measures for rectification of defects must be taken immediately. The contractor shall regularly monitor the work of his team through his Engineer/supervisor, who will visit the Tower at least once in two weeks, in coordination with Officer-in-charge of IFCI.

5. Daily Inspection and examination of the entire system like strength testing of wire ropes, sound and other checks of Cradle Motors, Panel Control operations along with other equipment etc. and shall ensure that the same are airworthy as per the accepted norms as applicable to the type of equipment. IFCI shall not be responsible for any lapse in this regard.

6. The monthly charges will be inclusive of all cleaning/maintenance tools and imported glass cleaning consumables like DUZOL or equivalent. The contractor has to ensure that cleaning material being used should be of standard quality as per specification and must comply with environmental legislation as required to clean façade glass and ACP at IFCI Tower.

7. All personnel travelling/working in the cradle shall be equipped with proper and sturdy Personal Protective Equipment like Safety Harness and/or Safety Belt and Safety Helmet, Safety Shoe/Boots, Safety Ropes etc. It is also the responsibility of the 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. 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. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.

8. Contractor shall maintain safety items, a few are listed below:

SAFETY ITEMS TO BE MAINTAINED BY THE CONTRACTOR AT SITE:

S. No.	Items	Tentative Qty.
(i)	Safety Helmet	10 nos.
(ii)	Safety Shoes/Boots	All Personnel
(iii)	Safety Glass or Goggles	10 nos.
(iv)	Full Body Harness Belt	10 Nos.
(v)	Safety Ropes	04 nos.

S. No.	Items	Tentative Qty.
(vi)	First Aid Kit	02 nos.
(vii)	Full Body Fireproof uniform	02 nos.
Any other items as per requirement at site		

9. The plastic cover or any other durable covers shall be provided by the Contractor for protection of the BMU roof machines in the rainy seasons.

10. Painting of all the systems, machines, panels and equipment etc. is also part of the 'Scope of Work'

11. The contractor shall ensure that all the critical parts/ assemblies/ sub-assemblies/ controls etc. such as Wire Ropes, Cradle/Basket Pulleys etc. will be checked and replaced before the meantime of their failure. All the parts etc. as required for the upkeep of the systems will be supplied by the contractor. Make of consumable/replacement item must have reputed ones and due concurrence must be obtained.

12. The platforms along with the operators shall be made available by the contractor as and when required by IFCI for carrying out the maintenance of the façade/curtain walls etc. The working days of the contractor's personnel may be changed from time to time as per requirement of IFCI.

13. **Environmental and Other Issues Impacting Operation of Cradle System:** In case, operation of Cradle Machines/Equipment is impacted by the environmental issues such as rain, heavy wind flow etc., the Contractor will ensure cleaning cycle is completed as stipulated (twice a month) by working for extended hours/days without any extra charge and/or by making alternate arrangements. Further, IFCI may depute any or all the Cradle staff for carrying out internal cleaning works in the Building and for carrying out all the maintenance/repair works and submit the report thereof. In case, any of the staff resists to do so, IFCI will view it seriously and may initiate strict disciplinary action such as levying of penalty etc.

14. IFCI may assign the job of carrying out any specific work/ installation of additional equipment/accessories/up-gradation/modernization/replacement, to the Contractor 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. In case, the up-gradation of the above systems and equipment or part thereof, is undertaken by any other/external agency during contractual period, the Contractor shall be responsible for monitoring/supervising the work and maintenance of the same after completion. The Contractor shall extend full co-operation to IFCI and to the Consultant/Vendor executing such works.

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

16. 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 equipment 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.

17. 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 people/tenants/ premises/ property/ assets/ installations the installations due to negligence of his workers. During maintenance works, special precaution is to be taken by the vendor to avoid any damage to our Digital Signage System installed on terrace and lift machine room.

18. **Registers and Forms:** The Contractor shall maintain the following records and log books during the contract period:

- a) 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.
- b) Preparation of the Schedule of preventive maintenance for all equipment in consultation with officer-in-charge of IFCI. All systems/equipment shall be operated as per mutually agreed programs. The Contractor shall 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 which shall be countersigned by the officer-in-charge of IFCI. The same can also be maintained in soft (CD format).

Note: IFCI may ask the Contractor to maintain any other log/record book as per requirement and the contractor shall abide by the same.

19. The Contractor shall maintain **Petty Cash worth ₹20,000/-** with the Site In-charge at all the times to meet urgent/priority requirements at the site.

20. In case of any damage/theft/injury to IFCI's people/tenants/premises/property/assets/ installations due to negligence of his workers for which Contractor is accountable, the Contractor will be liable to pay the compensation to IFCI as decided and advised by IFCI.

21. **The Contractor shall maintain liaising with concerned Statutory Body (ies) on behalf of IFCI to get permissions/licenses/permits etc. in order to fulfil statutory requirements.**

22. **Performance Indicator/Uptime and Penalty:** 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.		

23. The Contractor shall be responsible to follow statutory norms viz., Environmental (Protection) Act 1986, Environment (Protection) Rules, 1986 and maintain noise level as per standard whichever is applicable at IFCI Site. Further, the Contractor shall be responsible to follow Hazardous waste (Management, Handling and Trans-boundary 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. The contractor shall also be responsible for disposal of batteries to dealer/manufacturer/registered recycler/importer/reconditioned or at the designated collection centres 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 and when required.

24. IFCI at its discretion, can ask the Contractor to arrange for carrying out third party inspection of any or all the systems/equipment mentioned above at any time during contractual period. IFCI may ask the Contractor to submit the names of at-least two firms/Vendors handling similar works, 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. IFCI may also arrange third party inspection of the BMU Systems/equipment at its own, if it is felt to do so, at the expense of the Contractor.

25. 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) to his staff deployed at IFCI Sites required for execution of the works mentioned hereunder.

26. After completion of the said contract period, it will be the responsibility of the contractor to depute his existing operational team at least 7 days and a representative for a minimum period of 30 days to Handover the Charge and to explain about the duties/responsibilities of IFCI Site (s) to the new Contractor/agency.

27. 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.

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

Special Note: The Contract will be responsible to carry out various civil works including repair and maintenance works in IFCI Tower as per instructions of IFCI from to time. Further, IFCI may ask the contractor to carry out any specific work/ purchase and installation of additional equipment /accessories/ up-gradation/ modernization/replacement, as per requirement, which is not covered under the contract, on competitive prevailing market rates after obtaining prior approval from IFCI.

CHAPTER – 5

Bid Submission and Evaluation Guidelines

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

The Tender documents (Receipt, Technical Bid & Commercial Bid) should be submitted online on CPP Portal www.eprocure.gov.in. However, Earnest Money Deposit (EMD) as prescribed, in original should be submitted in the manner and mode as specified under the head "Key Events & Dates" along with a covering letter of the bidder.

2. Bid Submission

- a Before electronically submitting the tenders, it should be ensured that all the documents and annexures being uploaded are self-certified/ signed by the bidders.
- b On-line submission of bids: The online bidders will have to be digitally signed and submitted within the time specified on website www.eprocure.gov.in

3. Technical Bid (Eligibility Criteria)

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

- a. Technical bid would be considered only on receipt of EMD prior to opening of bids. Thus the onus of Proof of having submitted EMD well before the final date/ time lies with the bidder.
- b. Only one bid would be considered from one firm/Company for online e-Tendering.

The Bidders are also advised to visit the aforementioned website or IFCI Website on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in Key Events & Dates of this Bid document.

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

4. Financial Bid

The rates must be **quoted in figures and the rates must** be quoted as mentioned in the in the financial bid. The bidders are required to check the prices / amount carefully before uploading financial bid.

5. Other Condition

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

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission of Bids. Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

Note:

- If the online submission does not include all the information required or is incomplete, the proposal is liable to be rejected.
- Bids submitted by Fax or E-mail or any form other than mentioned above will not be accepted.
- The evaluation of the bid will only be based on the documents uploaded online on e-Tendering portal www.eprocure.gov.in.
- The bids shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the bidders qualifying the eligibility criteria. Those bidders who satisfy the technical requirements as determined by IFCI, shall qualify for the FINANCIAL BID evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate selection of vendor at optimal cost.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- The firms registered as micro/ small enterprise with MSME and NSIC under its single point registration scheme are exempted from furnishing bid security, provided they are registered for the items they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.
IFCI takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier etc.
- Bidders willing to submit revised bids may do so before the closing date by uploading revised bid.
- Bidder or their authorised representative may remain present at the time of opening of bid. The authorised representative should carry the authorisation letter and an Identity proof, of the bidder in this regard.
- Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

6. Transfer of Bid Document/ Award

Transfer of Bids submitted by one Bidder of Award by successful bidder to other party is not permissible. IFCI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of IFCI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

7. Evaluation of Technical & Financial Bids

IFCI will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified), and at the place specified in this RFP. The Bidders'

representatives, who are present, shall sign a register/attendance sheet evidencing their attendance.

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

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

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

8. Bid Evaluation Criteria

In case same total amount arrived by two or more agencies, the selection will be based on the high turnover (for FY 2020, 2019 and 2018) and better experience in terms of placement with PSUs and large corporates.

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

CHAPTER – 6

Standard Terms & Conditions

For

Selection of Agency/Vendor for:

- (i) Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.**
- (ii) Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.**

RFP No: IFCI/CPD-Estates/E-Tender/2020-21/19

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

Standard Terms and Conditions

1. 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. 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. The Contractor shall be responsible for directly remitting monthly wages in Bank A/C of the Personnel / workers (as per the stipulated requirement in Chapter-4), as per the Code on Wages 2019, Central Government Act or as applicable from time to time which shall be reimbursed by IFCI. Please note the comprehensive monthly charge in the Financial Bid Format and **shall not include** manpower charge.

Special Note:

No other charges, unless specifically mentioned in the RFP document, 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.

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.

2. 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:

a) Certificates with regard to payment made to staff deployed at IFCI Site (s) in accordance with the latest Minimum Rates of Wages as per the Code on Wages 2019, Central Government Act or as applicable 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 the Code on Wages 2019, Central Government Act or as applicable from time to time. IFCI, may ask the Contractor to submit Bank Statement as documentary evidence of remittance of wages, at any time during the contract.

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

c) The Contractor will 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.

d) 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.

3. 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.

4. 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) Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract. 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 contactor 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.

5. 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.

6. 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 IFCI may, at its discretion, extend the last date for the receipt of Bids.

7. 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 for 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 out rightly rejected. In case, no bid or single bid is received, the bid will get extended at the discretion of IFCI.

8. 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.

9. 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.

10. 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.

11. 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.

12. Clarification of Tender Document

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

13. 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.

14. 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

15. 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.

16. Commercial Rejection Criteria

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

17. 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.

Bid, 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.

18. Price Basis

"Monthly Comprehensive Maintenance/ Material Charges including 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.

19. 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.

20. 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 an Agency 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 fifteen (15) days' 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, contractual rate shall remain the same.

21. 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.

22. 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.

23. 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.

24. 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.

25. Clarification from Bidders

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.

26. Earnest Money Deposit (EMD)

Document to be enclosed:

Earnest Money of Rs.2,20,000/- (Rupees Two lakh Twenty Thousand 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Performance Security / Bank Guarantee

The vendor needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 10% 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 up to the completion period as stipulated in the Letter of Intent/Award +3 Months, (i.e. 27 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, if 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.

34. Return of Security Deposit

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

35. 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.

36. 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 one-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.

37. 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 Three (3) Months' 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. IFCI reserves the right to terminate the contract without assigning any reason giving three (3) months' notice to the contractor. Similarly, the contractor will also have to give three (3) months' notice in case contractor wants to discontinue the contract.
- 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,

3 months 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.

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

38. 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.

39. 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

Selection of Agency /Vendor for Comprehensive Contract for:

- (i) Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.**
- (ii) Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.**

IFCI Limited

RFP No: IFCI/CPD-Estates/E-Tender/2020-21/19

**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)/ (Scope of Work / Technical Requirement / Technical (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: Selection of Agency /Vendor for Comprehensive Contract for:

(i) Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.

(ii) Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) as per advertisement.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We hereby declare that our Company/Organisation has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three year.

6. Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her during a period of last three year.

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

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

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

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

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

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

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

Date:
Place:

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

Bidders General Information & Eligibility Criteria**Selection of Agency /Vendor for Comprehensive Contract for:**

(i) Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.

(ii) Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.

Sl.	Particulars	Details
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.	The Bidder must have registered office at Delhi/ NCR for the last 5 years and must 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.
6.	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.
7.	GST No. (Attested Copy to be attached) of the Bidder	
8.	PAN No. (Attested Copy to be attached)	
9.	Whether MSME (Attach valid MSME certificate)	
10.	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> • Name of the Bank • Branch and address • IFSC Code (Copy of recent Bank Statement to be attached)	
11.	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
12.	ESI Number & DATE (Valid ESI code required)	
13.	Integrity Pact Applicable	Mandatory

Sl.	Particulars	Details
14.	Average Annual financial turnover during the last 3 years ending March 31, 2020 should be minimum ₹ 10.00 crore.	Certified copies of the balance sheet and profit & loss statement for the last 3 completed financial years or CA certificate to the effect.
15.	<p>The Bidder must have a minimum 05 years of experience as on Mar 31st 2020 in:-</p> <p>i) Providing Comprehensive Operation & Maintenance Services of BMU Roof Machines and Cleaning of External Façade (Glass & Aluminium Composite Panels-ACP) in high-rise building/ multi-storeyed modern building owned by Govt./ PSUs/PSU Banks/Financial Institutions or MNCs/Corporates etc. of repute.</p> <p>ii) Maintenance contract of office preemies in High rise building/multistoried modern building in PSUs/ PSU Banks/ Financial Institutions/ MNCs/Corporates etc.</p> <p>The last 05 years of continuous experience in the relevant field, shall be considered from the date April 01, 2015.</p>	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 contractor shall have independent License under the Contract Labor (Regulations ad Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer.	<p>Current Valid copy of</p> <ul style="list-style-type: none"> • Registration certificate obtained from Labour Commissioner Office. • Current Valid copy of registration certificate from ESI and EPFO.
17.	<p>The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments / amendments/modifications:</p> <p>The payment of wages Act 1936</p> <p>The Employees Provident Fund Act 1952</p> <p>The contract Labour Regulation Act,1970</p> <p>The payment of Bonus Act 1965</p> <p>The payment of Gratuity Act, 1972</p> <p>The Employees state insurance Act, 1948</p> <p>The Employment of children Act, 1938</p> <p>Minimum wages Act, 1948</p> <p>Any other Act /Rules/ Regulations</p>	Declaration in this regard by the authorized signatory of the Responder.

Date:

Place:

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

Nature of Works / Contracts executed

Name & Address of the Organizations / PSUs / MSCs where Comprehensive Contract for Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) and Maintenance Contract for office premises 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)	Duration of Service		Value of work order
		From	To	

(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

Reference: Comprehensive Contract for:

- (i) **Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.**
- (ii) **Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.**

Job Description	Monthly Charges (in Rs. - Excluding Taxes)	
	(in Numeric)	(in Words)
<p>Comprehensive Monthly Maintenance/ Material Charges including Service Charges for the work mentioned in the Reference above and elsewhere in the Bid Document.</p> <p>(Excluding Taxes and Excluding Manpower Cost).</p> <p>Financial bid shall not include manpower cost. The rates of wages payable to the manpower falling in different skill-set deployed by the Contractor as per stipulation in the Bid Document will be reimbursed on actual as per the notification published by the Ministry of Labour & Employment, Govt. of India, applicable from time to time.</p>		
<p>'Monthly Comprehensive Maintenance/ Material Charges including Service Charges' (excluding Taxes and Excluding Manpower Cost).</p>		

Note:

- (i) **The Offer will be finalized on the basis of "Monthly Comprehensive Maintenance/ Material Charges including Service Charges" quoted by the agency.**
- (ii) **The rates of wages payable to the manpower deployed by the Contractor, will be re-imbursed on actual basis as per minimum wages applicable to IFCI from time to time and thus shall not be included in Monthly Comprehensive Maintenance/ Material Charges including Service Charge.**
- (iii) The Amount, both in numeric and words, is to be quoted in Indian Rupees. These charges will remain fixed during the entire period of the contract including extension, if any.
- (iv) The 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.

(v) The Bidders are advised to quote charges after careful analysis of cost involved considering all specifications and conditions of the contract. In case, the quoted charges 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.

(vi) IFCI reserves the right to alter 'Scope of Work' and/or modify the requirement of manpower at any stage during the contract. The deployment of manpower shall be in line with the terms mentioned in the tender document. For other any change in Scope of Work, the terms may be negotiated and shall be in line with market rates.

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

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

Name, Signature, Seal of the Bidder with Company Seal

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 from, by its officials by following transparent procedures.

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

A. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal shall 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)

1. 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.
2. 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 assignment 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. 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 execution of the said assignment 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 two 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 10% cost of the said ----- . Applicable as herein before mentioned.

NOW, THEREFORE, these presents witnesses as follows:

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the said ----- are found to be defective in execution of assignment 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 vendor 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 two 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 Dy. General Manager
IFCI Limited, IFCI Tower,
61 Nehru Place
New Delhi -110 019

CERTIFICATE OF UNDERTAKING- PAYMENT OF WAGES AND MAINTENANCE OF EQUIPMENT

Comprehensive Contract for:

(i) Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.

(ii) Maintenance Contract for office premises at IFCI Tower, 61 Nehru Place, New Delhi – 110 019.

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 per the Code on Wages 2019, Central Government Act or as applicable. 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 BMU Roof Machines and Cleaning of External Façade (Glass & Aluminium Composite Panels – ACP) and office premises including Car Parking at IFCI Tower 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