

IFCI LIMITED

Regional Office: 501, IFCI Bhawan, Nr. Lal Bungalow, C.G. Road, Ahmedabad-380006

Website: www.ifcilttd.com

Telephone- 079-26405984/26445376

Name of work: Comprehensive contract for Housekeeping Services (Including Gardening, Stone Polishing & Pest Control) at Ahmedabad

Tender No. IFCI/ARO/Tender/2015-16/3

Dated: 03.02.2016

NOTICE INVITING TENDER (NIT)

1. TENDER: Comprehensive contract for Housekeeping Services (Including Gardening, Stone Polishing & Pest Control) at Ahmedabad.

The offer for the above job, Technical and Financial bids are to be submitted in a separate sealed cover super scribed respectively and both kept in another big envelope duly sealed super scribed on the top of envelope Tender for Housekeeping Services (Including Gardening, Stone Polishing & Pest Control) work at Ahmedabad' addressed to The Assistant General Manager IFCI Ltd., 501, IFCI Bhawan, Nr. Lal Bungalow, C.G. Road, Ahmedabad-380006. The offer should accompany a Demand Draft/Pay Order for Rs.20,000 (payable at Ahmedabad) towards Earnest Money Deposit (EMD) in favour of IFCI Ltd. subject to the following conditions (with technical bid):-

- (a) The contractor/agency/firm having track record in Housekeeping Services (Including Gardening, Stone Polishing & Pest Control), and maintenance of residential /office complexes in the relevant area, at least for three years in PSUs/PSU Banks/MNCs/Corporate.
- (b) Contractor's average turnover should be minimum Rs.30 lakh in a year, (consecutively for the last 3 years ending 31st March, 2015). The contractor/firm should also have earned net profit for the last 3 years. An undertaking to this effect should be submitted.
- (c) Should have minimum of three years of experience in similar nature of work.
- (d) Should have a Registered Office/Branch in Ahmedabad at least for the last 3 years.
- (e) Should submit detailed profile of the Organization, (giving list of works in hand and carried out during the last five years, names & addresses of the clients, value of work, (completion/performance certificate from the concerned agencies with name of the concerned person, contract mobile/telephone no. and e-mail ID)) number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No., Service Tax, TIN No., Income Tax Clearance Certificate and PAN etc.
- (f) List of Category-wise number of manpower employed on the rolls of the contractor be submitted. At least 20% of the manpower to be deployed on our

premises should be from the regular rolls of the contractor. An undertaking to this effect should be submitted.

- (g) The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from IFCI shall be sent by E-mail/speed post.
- (h) Integrity Pact (IP) shall also be applicable.
- (i) Offers of tenderers who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, their tender shall not be considered. An Undertaking to this effect should be submitted.
- (j) The tenderer should also deposit non-refundable Application Money of Rs.1000/- (DD/PO) (payable at Ahmedabadi) in favour of IFCI Ltd. with Technical Bid.
- (k) Preference will be given to the MSE tenders, who are registered as MSE in any of the recognized body as specified by Ministry of Micro, Small & Medium Enterprises (MSME) as per the provisions of the Public Procurement Policy for MSEs Order, 2012 issued by the Ministry of Micro, Small & Medium Enterprises, Govt. of India.
- (l) MSE vendors are exempted from EMD and Application Money.
- (m) IFCI reserves the right to request for any documents/certificate/clarification from the tenderer/contractor relevant to above qualifying criteria and the same must be submitted within 7 (seven) days of receipt of any such communication from IFCI, failing which suitable action shall be taken by IFCI.
- (n) The contractor should have to enclose Checklist/Minimum qualification criteria (Annexure-9) along with supporting documents.

Site Inspection:	16.02.2016	10:00 a.m. to 5:00 p.m.
Clarification Meeting:	17.02.2016	3.00 p.m. to 4.00 p.m. at 501 IFCI Bhawan
Last Date of Submission of bids:	29.02.2016	upto 03.00 p.m.

NOTE: After opening of Technical bids, if the firm fulfills the technical criteria, their financial bid will be opened. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given in the checklist of Annexure-9.

Name of work: Upkeep contract for Housekeeping Services (Including Cleaning & Dusting, Gardening, Stone polishing & Pest Control)

1. SCHEDULE OF RATES (Financial Bid): (to be submitted in a separate envelope)

S.No.	Job Description			
1.	All-inclusive Comprehensive Maintenance Contract for Housekeeping Services (including cleaning & dusting, Gardening, Stone polishing/ maintenance & Pest control) sanitized and mechanized, as applicable, at IFCI Bhawan, Car Parking, IFCI Bhawan surroundings, Gardening, Maintenance, (including manpower, Machinery/ equipments and its maintenance, Cleaning Material as per requirement).			
2.	Estimated/ approximate deployment plan			
	Supervisor (BMS)	1		
	Housekeeping	5		
	Total	<hr/>		
			Charges Per Month (Rs.)	Annual Charges (Rs.)
	Comprehensive Charges (excluding Taxes)			
	Note: The rates quoted in the tender should be exclusive of taxes.			

2. AREAS COVERED UNDER MAINTENANCE:

(a)	IFCI Bhawan	Area Sq. Ft.
1	Carpet area	34,961
2	Italian Marble	6,000
3	Toilets/Wash rooms	10
4	Equipment Rooms	2
5	Laminated and glass partitions of office interiors IFCI Office	
6	Aluminum/Gypsum False Ceiling on 5 th floor	2400

(b)	IFCI Car Parking at Basement. covered area	Entire Area
	Entire Car Parking at Basement. Daily should be dusted, washed and mopped to remain clean/sparklingly. Removal of cobwebs as a routine exercise daily. Cleaning of all electrical fittings once in a week and on need base. Dust control on morning-evening basis.	
(c)	IFCI Bhawan Surroundings :	Entire Surroundings
	Daily cleaning of entire surroundings area of IFCI Bhawan, Entry/Exit area, Gardens, staircase, etc. should be cleaned to remain sparklingly. Washing of tiles flooring etc. at least once in a week.	
(d)	Gardening & Horticulture Maintenance: Near Car parking Ramp.	Entire Area
	Proper upkeep & maintenance of entire Horticulture work at all floors of IFCI, IFCI Car Parking, IFCI Bhawan surroundings gardens etc. Regular replacement of plants/flower/seasonal plants/ plots as per need base/requirement. Daily cleaning of piazza, gardens etc.	

(e)	Office Areas:
1.	The general office cleaning including toilets has to be completed half an hour before the start of office hours and two hours after closure of office hours. However, office area, lobby areas, lift areas, stair cases, toilets, reception/ entrance area etc.(i.e. entire IFCI Tower) will have to be kept sparkling clean at all the time and at any call from IFCI concerned officials. However, on Saturday, Sunday and holidays, work can be carried out on full day basis in consultation with IFCI official.
2.	General cleaning of office rooms and hall including partitions, lobby area, lift area, toilets, reception, entrance etc. All areas should be sparkling clean and dry at all the times. Soaps, air fresheners and cleansing agents as might be specified are to be used at contractors' costs. Frequency: 2 times a day.
3.	Removal of waste paper and garbage (final waste/ garbage will have to be disposed off according to the instructions: Frequency: Daily after office hours.
5.	Dusting/ cleaning of all furniture, wet & drying/ mopping with cleansing agent. The cleaning agents to be used are such which are presently in use in five star hotels and exclusive posh offices & multinational companies, as specified. Frequency: Window and door sponging from inside/ outside with proper cleaning of frames/ pictures on walls, cleaning of blinds, minimum once a week.
6.	Room-fresheners: Frequency: To be sprayed daily before 9 AM and during lunch hours.

7.	Cleaning & dusting of computer/ terminals/ telephone/ fax/ telex machines/ photocopying machines and all sophisticated electronic equipment. Frequency: Daily before and after office hours. Special cleaning agents to be used for sophisticated equipment without any damage/ leakage of liquids etc. to the instruments (only computers and monitors to be cleaned in the presence of the users).
8.	Stocking of toiletries such as tissue rolls, liquid soaps, naphthalene balls, urinal cubes, odonil etc. Harpic cleaning/ scrubbing of toilets/ WCs/ urinal stands/ wash basins/mirrors etc. of all the toilets. Frequency: Daily in the morning and afternoon and on call basis.
9.	Providing towels to all the staff the Sr. Executives upto DGM level and for other as per requirement (Samples to be got approved) <u>Frequency:</u> Towels to be changed/ replaced weekly in the morning. No extra charge for cleaning/ washing/ replacement would be paid.
10.	Cleaning/dusting of planters paintings/ posters/ notice boards/ name plates etc. Frequency: Daily without disturbing the décor/ finishing of the paintings/ pictures. Cleaning agents accordingly be selected for use.
11.	Thorough cleaning/ washing of entire floor area from basement to terrace/ roof tops using special chemicals for granite/ marble/ other flooring and absolute drying/ mopping thereafter. Frequency: Once in a week during holidays as may be specified
12.	Cleaning of light fittings/ fans/ tube lights and such other fittings/ false ceiling etc. including electronic items using special cleansing agents. Frequency: Once in a week and on need basis.
13.	Thorough vacuum cleaning of chairs/ sofas/ filing cabinets/ cupboards etc. Frequency: Once in a week.
14.	Removal of cobwebs. Frequency: As a routine exercise daily.
15.	Glass/ windows/ doors sponging. Frequency: Once in a week or early as per requirement.
16.	Shampooing/ Dry-cleaning of carpets, sofas, chairs, blinds, etc. Frequency: As per requirements. At least once in a quarterly.
17.	Wax polishing of all floor area. Frequency: quarterly.
18.	Services of plumber for repair/maintenance of sanitary and plumbing works of toilets. Frequency: Complaints/repairs/maintenance to be attended without any delay.
19.	All common area should be dusted and mopped at frequent intervals to remain sparklingly clean.
20.	Cleansing agents such as cleanzo, phenyl or other non-acidic, non-corrosive agents with pleasant fragrance to be used. Room fresheners of reputed companies to be used for morning.

3. Cleaning Machines/Equipments: Appropriate number of machines/ equipments to be stationed permanently at site as per requirements. List of some of the machines as follows :-

S.No	Description of Equipments	Make	Qty.	Remarks
1.	Wet & Dry Vacuum Cleaners	Taski	1	Carpet & Chair Shampooing
2.	Single Disc Scrubbing Machine SDTROOPER	-do-	1	Hard floor area (marble, granite etc.)
3.	Visa Versa Squeegee	Unger	2	
4.	Dorsilano Backpack Vacuum	Taski/Dulevo	2	

5.	Wega Trolley	Filmop	3	
6.	Manual Flipper	IPC/Taski	2	
7.	Any other machine as per site requirement to be provided			

4. Precaution to be taken as under:

1.	The floors to be washed by floor scrubbing machines and to be polished appropriate Johnson Diversey/ Ecolab chemicals only. The floors with ceramic tiles/ granite or marble to be polished in such a way that risk of people slipping over polished surfaces, is totally eliminated. Liquid/ wax polish usage shall not be permitted.
2.	No acidic cleansing agents on marble/ granite/ ceramic tiles/ synthetic tiled surface to be used to avoid discolouration or permanent bleaching or pitting.
	<ul style="list-style-type: none"> - No wire brushed or coarse grained grinding bits to be used to avoid permanent scratches appearing on the floor surfaces. - For cleaning/ maintenance of glass and laminated surfaces, suitable cleansing agents to be used. No coarse or a synthetic non-absorbent cloth to be used. - All surfaces and structures made out of natural wood with soft cloth and a thin layer of silicon polish to be applied to preserve the natural luster. - Both the canteens & toilets disinfecting treatment to be daily done before office hours. - Single disk machines and polishing machines, automatic scrubber-driers, cleaning agents, vacuum sweepers, steam vacuum/ wet and dry vacuum cleaners to be used whenever required at contractor's risks. - The housekeeping staff have to be in a smart uniform supported by identity cards and name badges during duty hours. - Weekly report of the works carried out shall be submitted to the concerned IFCI official.

5. List of Materials:

Sr. No.	List of material: Consumables/ Durables/ Semi-durables/ Special chemicals to be used. (Consumables to be made available for checking whenever called for by IFCI officials and should only be of reputed bands/products like Johnson Diversey/ Birla 3 M/ Ecolab/ Procter & Gamble/ Balsara, Hindustan Unilever etc. wherever applicable).
1	Dust Control Mop/Frill
2	Dustpan
3	Kentucky Mop
4	Hand Dusters (White) - Micro fibre only.
5	Hand Dusters (Yellow) - Micro fibre only.
6	Floor Dusters
7	Feather Dusters
8	Brooms (Hard/Soft with stick)
9	Rubber Squeeze
10	Sponges
11	Nylon Hard Bristle Scrubbing brushes
12	Nylon Soft Bristle Upholstery brushes
13	W.C. Brushes
14	Toilet Brushes

15	Carpet Brushes Soft
16	Nylon Scrubber
17	Pantry Gloves
18	Red pad
19	Heavy Duty Stripper
20	Cobweb Cleaner
21	Floor Wiper
22	Glass Wiper
23	Buckets
24	Dustpan
25	Caddy Basket
26	Mug
27	Vacuum Pump
28	Heavy Duty floor cleaning liquid spiral
29	Everyday floor cleaning & disinfectant liquid
30	Liquid soap - Lifebouy/ Dettol
31	Urinal cubes
32	Naphthalene balls
33	Odonil/ Deodrant
34	Liquid toilet cleaner and disinfectant
35	Brasso/Data Polish
36	Face tissue paper/ toilet rolls
37	Air purifiers
38	Room freshener spray
39	Spiral - Cleaning liquid
40	Suma Inox D-7
41	Taranova
42	Taski R-1
43	Taski R-2 floor Sanitizers
44	Taski R-3 Glass Cleaners
45	Taski R-4
46	Taski R-5
47	Taski R-6 Toilet Cleaners
48	Taski R-7
49	Taski R-8
50	Taski R-9
51	Taski TR-101 for Carpet
52	Taski TR-103 for Carpet
53	R-20 plus (Superstripper)
54	Good Sense Fabric Freshner
55	3 M Liquid Polish
56	Sumabac detergent sanitation
57	Sumagrill
58	Suma total (all purpose cleaner)
59	D-7 - Glass Descaler
60	Colin Bottle
61	Harpic
62	VIM
63	Scotch Brite
64	Garbage Bas Black (Small/Big)
65	Spiral

66	Toilet Gloves
67	Toilet Pump
68	Trigger Bottle
69	Wet Mp Set
70	Wet Mop Refill
71	Or any other materials required as per site conditions/requirements.

6. Area under stone polishing and maintenance:

1.	Maintenance & Polishing of Italian Marble Stone at all Floors and Ground Floor Lobby at IFCI Bhawan (Maintenance : Daily) (Polishing Once in a Month)
2.	Maintenance & Polishing of marble of lift lobby floors at 1st , 2nd, 3rd, 4th, 5th, Ground floor, Basement (Daily) (Maintenance : Daily) (Polishing Once in a month)

7. Pest Control Services:

Sl. No.	Location	Type	Pesticide to be used	Frequency
1.	Outside Surroundings of IFCI Bhawan & Car Parking. Ground Floor Lobby, outside area of all floors, Wash Rooms, Staircase, IFCI Office and Basements etc.	Spray and fumigation (Anti-Mosquitoes and other insects etc.)	DDVP/ Baygon concentrate	Weekly in the evening
2.	Outside Surroundings of IFCI bhawan & Car Parking. Basements of IFCI Tower & Car Parking	Fogging (Anti-Mosquitoes & other insects etc.)	Canon (Lyndane)	Once in a week (Every Saturday /Sunday
3.	Rodent/Rat treatment IFCI Bhawan & Car Parking	Rat treatment	Zinc Phospate	Once in a month to be placed with service cards as a record in plastic trays/plates.
4.	IFCI Bhawan & Car Parking : Drainage treatment in basements, IFCI Office and ground floor	Spray (cockroaches & other insects etc.)	Chloropyrifas	Weekly
5.	Officers Residential Premises	Spray, fumigation and Rodent control	As per requirement	On requirement basis

Note: The above list is indicative only. Anything which is not indicated in the above list, but forms part of the overall services, shall be deemed to be included in the scope of work. The contractor may inspect the building/premises thoroughly, before quoting for the work.

The contractor should physically inspect the entire area which are to be covered under contract and also to make an assessment of the average consumption of consumables, etc., before quoting their rates.

8. SCOPE OF WORK:

1. IFCI Bhawan has Ground floor + Five Floor + 1 Basements + and IFCI Office at 5th floor having regional office of IFCI and various tenants (Titan Industries Limited, Bharatiya Mahila Bank and UTI). It is advised that the contractor may visit and inspect the site and ascertain the scope of work and no claim whatsoever shall be entertained on any account in future.
2. The working hours for above services will be six days a week. Adequate number of personnel (minimum 5) would be deployed by the contractor in suitable shift duties. The contractor has to deploy some workforce at other premises owned by IFCI in Ahmedabad, as per requirements. Exact working hours will be fixed in consultation with Officer-in-Charge of IFCI.
3. The contractor will provide comprehensive maintenance services of the entire area (as above) during the tenure of the contract. All the routine, preventive maintenance, are included in the scope of works. All spares/ consumables, cleaning material etc. must be of standard make and conforming to ISI/BIS specifications.
4. Routine Preventive Maintenance Schedule: The Contractor would also prepare a Preventive Maintenance Schedule of all the services in consultation with officer-in-charge of IFCI
5. The contractor will maintain an inventory of critical spare parts /consumables etc. (at IFCI premises) for the purpose of corrective and preventive maintenance and submit the list along with technical bid.

9. SPECIAL CONDITIONS OF THE CONTRACT (SCC):

1. The contractor shall deploy adequate manpower including relievers (at least the assessed/estimated number) trained/experienced work force (minimum 2 years in their respective area) at IFCI Bhawan to the satisfaction of IFCI at the site in appropriate shift duties. They should have worked in a reputed sites/high rise building and should be with the firm for at least 2 years. The deployed manpower shall be well-conversant with professional knowledge in housekeeping, stone polishing/maintenance, pest control services, Gardening, etc. The housekeeping workforce should be well mannered and proficient in the various types of housekeeping activities, viz., cleaning of glass cabins, partitions, tables, carpets, wooden floors, stone polishing, washroom cleaning etc. They should be aware of delicacies involved in maintenance of the premises and hygienic conditions, to the satisfaction of IFCI. The above manpower may be used for shifting of files, equipments or otherwise, as per needs of IFCI. The services of the personnel deployed at sites, shall be made available round the clock including Sundays and holidays without any extra payment. IFCI will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and roster control shall be the contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of IFCI. A list of the persons deployed, together with their qualification and experience and copies of appointment letters shall be submitted to IFCI immediately on commencement of the contract. IFCI reserves the right to advise replacement/change the

manpower deployed by the contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the contractor is reduced, the monthly charges will also be reduced proportionately.

2. The contractor has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at IFCI.
3. The contractor shall deploy requisites nos. Housekeeping/Maintenance Supervisors at site. They should be minimum 12th pass/preferably Graduate with minimum 3 years experience in similar capacity in a high rise building and should have been with the contractor for a period of not less than 2 years. The Supervisors shall be responsible for liaisoning, day-to-day cleaning/maintenance and other related activities at site. They shall daily take round of the entire area and any shortcoming observed/noticed; get it done through above manpower. Manpower defined shall work under their administrative supervision and they shall be fully responsible for work done by them to the entire satisfaction of IFCI.
4. The contractor should deployed trained/experienced/suitable manpower for carrying out the maintenance/polishing, pest control services & gardens maintenance. The deployed manpower shall be well-conversant with professional knowledge for the above-said work, to the satisfaction of IFCI. Most of stone polishing/maintenance & pest control services shall be carried at night and during day time on weekends, to complete the work as per schedule in consultation with IFCI official. Pest control services includes all necessary chemicals for prevention of mosquitos, cockroaches, khatmal, insects, rats etc. The contractor should ensure safety of lives of occupants and use only permitted chemicals and also ensure that no damage/spoiling is done to any property or equipments of the premises by use of /chemicals/pesticides etc.
5. The contractor shall maintain adequate stock of frequently required spares/consumables for rectification works so as to ensure that the faults are rectified immediately without any downtime. It shall be the responsibility of the contractor to provide special tools, always in readiness, so that break downs are attended immediately on their occurrence.
6. The Contract would be for a period of one year from the date of award of contract and the same could be extended/ renewed on the basis of performance at the sole discretion of IFCI. IFCI reserves the right to alter the scope of work at any stage and the monthly charges would be appropriated accordingly. IFCI reserves the right to terminate the contract without assigning any reasons whatsoever by giving two month's notice to the contractor. Similarly the contractor will also have to give two months notice in case he wants to discontinue the contract.
7. The rates quoted will remain firm during the currency of the Contract. IFCI shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.
8. Details of cases pending with any Court of Law, if any, status thereof, to be submitted.
9. The Contractor will have to pay at least minimum rates of wage, circulated from time to time by Govt. of Gujarat under the Minimum wages Act, to the personnel

deployed by him at IFCI. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labour Department.

10. The contractor shall be liable for indemnifying the IFCI from any liability on account of his employees and/or meeting any Statutory Obligations required under labour Laws of the Central/State Government(s). IFCI will therefore not assume any responsibility thereto.
11. IFCI reserves the right to reject any of the offers at technical/financial stage, if the same is not upto the expectation of IFCI.
12. Payment Terms: The payment would be made on Monthly basis after the close of each month against the invoice of the contractor. The Monthly bill for the above said contract shall be submitted by the contractor by 7th of following month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IFCI due to any reasons, any damages caused by the contractor or his employees, down time etc., as applicable. The payment for the preceding month shall be made on succeeding month on submission of the following documents:-
 - a. Photo copies of Wages Payment Sheet for the previous month duly signed by individuals. The contractor shall also submit copies of the appointment letters given to his workforce, once in every quarter of the year.
 - b. Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate.
 - c. Certificates in regard to payment made in accordance with at least Minimum Rates of Wages as fixed from time to time as per the State Govt. Gujarat. The Contractor will furnish every month a certificate to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and IFCI will not assume any responsibility thereto. (Annexure-8)

10. GENERAL CONDITIONS OF THE CONTRACT (GCC):

1. Manpower: The contractor shall deploy adequate manpower (estimated in the financial bid) to the satisfaction of IFCI. Duty allocation and Roaster control shall be the contractor's responsibility. No overtime shall be payable by IFCI for any reason whatsoever. The contractor shall comply with provisions of all the Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act and all other laws as applicable from time to time and should submit monthly certification to that effect along with monthly bills to IFCI.
2. Shut Downs: The contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of IFCI.
3. The contractor shall ensure trouble free and smooth operation of the services at all times. All complaints have to be attended to in minimum agreed time, as per

industry norms/practice, failing which, IFCI will be at liberty to get the work done on its own and recover the costs incurred from your monthly bills, if the contractor fail to do the desired job.

4. The contractor shall maintain the following records and log books during the contract period:-
 - (a) Log books to be maintained for above services The Contractor shall get the entries in the log book countersigned by the authorized staff/officer of IFCI.
 - (b) The Schedule of preventive maintenance for all equipment will be prepared in advance by you, in consultation with officer-in-charge of IFCI. Necessary records of the services\work carried out will be maintained and the same got countersigned by the officer-in-charge of IFCI.
5. The contractor shall keep proper upkeep of all areas under the contract.
6. IFCI will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. It is expressly understood that the manpower deployed by the contractor are not on the rolls of IFCI and no legal relationship of whatsoever subsists between IFCI and such personnel employed by the contractor.
7. 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 Contractor or personnel shall have nothing to do with IFCI either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. 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.
8. Thorough checking of employees of the contractor during entry/exit would be done by House keeping staff of IFCI.
9. The employees of the contractor will work strictly under the direction and administrative control of the contractor's Manager/Supervisor/Site Engineer. However, the contractor's supervisory staff will have to execute the work through

their employees according to the requirement, need and/ instructions of the designated officers of IFCI.

10. The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
11. In case of any damage to IFCI's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to IFCI as may be advised by IFCI. The contractor shall also take full responsibility and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his workers.
12. IFCI will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by IFCI in this regard.
13. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan. Copy of the same should be submitted along with the first bill.
14. The contractor will also furnish every month a certificate to the effect that the spare parts/ material/ items required for O&M work has been procured from Micro and Small Enterprises (MSEs) as per the provisions of the Public Procurement Policy for MSEs order, 2012, issued by the Ministry of Micro, Small & Medium Enterprises, Govt. of India.
15. The price preference shall be given to MSE contractors in terms of the Public Procurement Policy for MSEs Order, 2012, issued by the Ministry of Micro, Small & Medium Enterprises, Govt. of India.

11. DESPATCH INSTRUCTIONS:

- i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderer have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., tenderer 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. Tenderer's request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

- iii) Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in Notice Inviting Tender (NIT). This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with IFCI shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification. (Annexure-7)

12. SUBMISSION OF TENDERS:

- i) The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.
- ii) Tenders shall be opened by authorised officer of IFCI at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present.
- iii) Tenders whose bids are found techno-commercially qualified shall be informed by E-mail the date and time of opening of the Financial Bids and such Tenders may depute their representatives to witness the opening of the price bids. IFCI's decision in this regard shall be final and binding.
- iv) Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

13. DATA TO BE ENCLOSED:

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

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc shall be furnished along with tender.
- ii) **ORGANISATION CHART**

The organisation chart of the tenderer's organisation, including names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
- iv) Proof of Turnover
- v) Proof of Net Profit
- vi) Proof of Monthly Billing
- vii) Proof of Registration Number for PF, ESI, Service Tax, TIN No. etc.
- viii) Evidence of minimum Three years experience
- ix) IN CASE OF INDIVIDUAL TENDER
His /her full name, address and place & nature of business.
- x) 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.
- xi) IN CASE OF COMPANIES
Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished)
Nature of business carried on by the company and the provisions of the Memorandum relating thereof
- xii) The Contractor should submit details of the terms and conditions of the personnel deployed by him at IFCI at the end of every quarter while submitting his monthly bill for payment. The contractor shall also ensure the police verification of each and every person deployed by him at IFCI.

14. QUALIFICATION OF TENDERS (As detailed in para 1 above) :

15. LANGUAGE:

- i) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- ii) All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

16. PRICE DISCREPANCY:

- i) Conventional (manual) Price Bid opening : In the case of price bid opening, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- ii) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.
- iii) When the amounts of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
- iv) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- v) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- vi) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenders for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates of all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and 'Total quoted price (loaded for omissions)'.
- vii) The 'Final Total amount' shall be arrived at after considering the amounts worked out in line with ' (i)' to ' (iv)' above.

17. EVALUATION OF BIDS:

- i) Technical bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour, consumables without tools & plants (T&P), then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, IFCI reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- iii) In case the qualifying experience is claimed by private organisations based on Work Order and completion certificates from another private organisation, IFCI reserves the right to ask for further proofs including submission of TDS certificates for the said job.

- iv) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.
- v) Price bids of shortlisted bidders shall only be opened through conventional price bid opening.
- vi) Price bids of unqualified bidders shall not be opened.

18. AUTHORISATION AND ATTESTATION:

Tenders shall be signed by a person duly authorised/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

19. EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) EMD is to be paid in Pay Order or Demand Draft in favour of 'IFCI Ltd.' and payable at Ahmedabad.
- ii) No other form of EMD remittance shall be acceptable to IFCI.
- iii) EMD by the bidder will be forfeited as per Tender documents if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- iv) If, the bidder does not commence the work within the period as per LOI/Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract.
- v) EMD shall not carry any interest.
- vi) In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tender.

20. SECURITY DEPOSIT:

Upon acceptance of Tender, the successful Tenderer is required to deposit an amount equivalent to 2% of the Annual Contract Value, as Security Deposit. The security Deposit should be furnished before commencement of the work by the contractor. Security Deposit may be furnished in any one of the following forms:-

- i) Pay Order/Demand Draft in favour of IFCI Ltd.
- ii) Local cheques of scheduled banks, subject to realization.
- iii) The Security Deposit shall not carry any interest.
- iv) IFCI reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with IFCI.

21. RETURN OF SECURITY DEPOSIT:

Security Deposit shall be refunded to the Contractor after deducting all expenses /other amounts due to IFCI under the contract/other contracts entered into with them by IFCI at the end of contract period.

22. VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of Six Months from latest due date of offer submission (including extension, if any). In case IFCI calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenders.

23. EXECUTION OF CONTRACT AGREEMENT:

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

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

24. REJECTION OF TENDER AND OTHER CONDITIONS:

- i) IFCI reserves the right to accept or reject the tenders without assigning any reason whatsoever.
- ii) Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- iii) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with IFCI or tenderer who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. IFCI reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of IFCI will be final in the regard.
- iv) If a tenderer 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
- v) IFCI will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- vi) If the tenderer gives wrong information in his tender, IFCI reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

- vii) Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- viii) In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in IFCI, the authority inviting the Tender shall be informed of the fact as per specified format, (Annexure-5) along with the offer.
- ix) The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him.
- x) The Tender submitted by a techno commercially qualified tenderer shall become the property of IFCI who shall be under no obligation to return the same to the bidder. However, unopened price bids and late tenders shall be returned to the bidders.
- xi) Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation.
- xii) IFCI shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

25. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The contract shall be governed by the law for the time being in force in the Republic of India. The civil court having original civil jurisdiction at Ahmedabad shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

26. ISSUE OF NOTICE:

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

27. USE OF OFFICE SPACE:

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

28. COMMENCEMENT OF WORK:

- a. The contractor shall commence the work as per the time indicated in the Letter of Intent from IFCI and shall proceed with the same with due expedition without delay.

- b. If the contractor fails to start the work within stipulated time as per LOI or as intimated by IFCI at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with IFCI will stand forfeited without any further reference to him without prejudice to any and all of IFCI's other rights in this regard.
- c. All the work shall be carried out under the direction and to the satisfaction of IFCI.

29. RIGHTS OF IFCI :

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

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

- i) The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The contractor shall fully indemnify IFCI against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:
- ii) The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- iii) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government

during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

- iv) The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.
- v) The contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liveable on account of his operations in executing the contract.
- vi) 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.
- vii) The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- viii) The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- ix) The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- x) All safety rules and codes applied by the IFCI at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- xi) The contactor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- xii) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by IFCI/Customer. The contractor has to assist in HSE audit by IFCI/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of IFCI/Customer.
- xiii) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly signed by the contactor's representative should be furnished to IFCI site for record purpose, if so called for.
- xiv) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of IFCI.

31. Maintenance of Registers and forms: The contractor shall be responsible to maintain the following registers/forms as required under the prevalent labour laws in force from time to time.

- 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 XVII - 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).

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

32. INSURANCE:

- i) It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the IFCI in the area of project which are in force from time to time will have to be followed by the contractor.
- ii) If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property/manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.
- iii) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by IFCI or customer. For lodging/processing of insurance claim the contractor will submit necessary documents. IFCI will recover the loss including the deductible franchise 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.

33. STRIKES & LOCKOUT:

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

34. FORCE MAJEURE:

The following shall amount to Force Majeure:-

i) Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

ii) If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to IFCI in writing the causes of delay and the contractor shall not be eligible for any compensation.

35. ARBITRATION & RECONCILIATION:

- i) In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by IFCI.
- ii) The award of the Arbitrator shall be binding upon the parties to the dispute.
- iii) 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.
- iv) The cost of arbitration shall be borne equally by both the parties.
- v) Work under the contract shall be continued during the arbitration proceedings.

36. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by IFCI and future blacklisting of the contractor.

37. MONTHLY PAYMENT:

- i) The payment would be made on Monthly basis after the close of each month against the invoice of the contractor. The monthly bill for the above said contract shall be submitted by the contractor by 7th of following month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IFCI due to any reasons, any damages caused by the contractor or his employees, down time etc., as applicable. The payment for the preceding month shall be made on succeeding month on submission of the following documents:-
- ii) Photo copies of Wages Payment Sheet for the previous month duly signed by individuals.
- iii) Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate.
- iv) Certificates in regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt., Delhi Administration or the Central Govt. whichever is higher. The Contractor will

furnish every month a certificate to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and IFCI will not assume any responsibility thereto. (Specimen given below)

38. General Conditions of the Contract (GCC) will form the part of the contract.

39. Annexures: The following to be submitted with bids duly signed.

- i) Annexure-1 (OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER)
- ii) Annexure-2 (DECLARATION BY AUTHORISED SIGNATORY OF BIDDER)
- iii) Annexure-3 (DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS)
- iv) Annexure-4 (NO DEVIATION CERTIFICATE)
- v) Annexure-5 (DECLARATION FOR RELATION IN IFCI)
- vi) Annexure-6 (FORMAT FOR SEEKING CLARIFICATION)
- vii) Annexure-7 (NON DISCLOSURE CERTIFICATE)
- viii) Annexure-8 (CERTIFICATE)
- ix) Annexure-9 (Checklist/Minimum qualification Criteria)

OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

Offer Reference No.....

Dated:.....

To,
Shri Vaishal Shah,
Asst. General Manager,
IFCI Ltd
501, IFCI Bhawan,
Nr. Lal Bunglow,
C.G. Road,
Ahmedabad-380006.

Dear Sir,

Sub: Submission of Offer against Tender Specification No: IFCI/ARO/Tender/2015-16/3

Dated _____.

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

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

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IFCI.
2. Notice Inviting Tender (NIT) (Technical Bid)
3. Financial Bid
4. Documents referred to in Para 1 of NIT
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 appendices annexed thereto.

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

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

Annexure -2

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

To,
Shri Vaishal Shah,
Asst. General Manager,
IFCI Ltd
501, IFCI Bhawan,
Nr. Lal Bungalow,
C.G. Road,
Ahmedabad-

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: 1) NIT/Title of the work. Name of Tender Specification No IFCI/ARO/Tender/
2015-16/ dated,
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 to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,
Shri Vaishal Shah,
Asst. General Manager,
IFCI Ltd
501, IFCI Bhawan,
Nr. Lal Bungalow,
C.G. Road,
Ahmedabad-380006

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: 1) NIT/Tender Specification No IFCI/ARO/Tender/2015-16/ dated _____ ,
2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Place:

NO DEVIATION CERTIFICATE
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,
Shri Vaishal Shah,
Asst. General Manager,
IFCI Ltd
501, IFCI Bhawan,
Nr. Lal Bunglow,
C.G. Road,
Ahmedabad-380006.

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: 1) NIT/Tender Specification No IFCI/ARO/Tender/2015-16/ dated _____ ,
2) All other pertinent issues till date

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 his tender shall deemed to be withdrawn.

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.

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

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

Thanking you,

Yours faithfully,

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

DECLARATION FOR RELATION IN IFCI

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

To,
Shri Vaishal Shah,
Asst. General Manager,
IFCI Ltd
501, IFCI Bhawan,
Nr. Lal Bunglow,
C.G. Road,
Ahmedabad-380006.

Dear Sir,

Sub: Declaration for relation in IFCI

Ref: 1) NIT/Tender Specification No. IFCI/ARO/Tender/2015-16/ dated _____ ,

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)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If IFCI Management come to know at a later date that the information furnished by the Bidder is false, IFCI reserves the right to take suitable against the Bidder/Contractor.

Annexure -6

FORMAT FOR SEEKING CLARIFICATION
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
Shri Vaishal Shah,
Asst. General Manager,
IFCI Ltd
501, IFCI Bhawan,
Nr. Lal Bunglow,
C.G. Road,
Ahmedabad- 380006.

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No.: IFCI/ARO/Tender/2015-16/ dated _____ ,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	IFCI's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

Annexure -7

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

I/We understand that IFCI Limited_____ is committed to Information Security Management System as per their Information Security Policy.

Hence,

I/We

M/s_____

who are submitting offer for providing services to IFCI ____ against Tender Specification No. IFCI/ARO/Tender/2015-16/_____ dated _____, hereby undertake to comply with the following in line with Information Security Policy of IFCI Limited

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of IFCI

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

Annexure -8

(On Company Letter Head)

Ref No.
IFCI Ltd.
501, IFCI Bhawan,
Nr. Lal Bunglow,
C.G. Road,
AHMEDABAD-380006.

Dated: _____

CERTIFICATE

It is certified that all the dues of personnel deployed at IFCI Site, for the existing contract, have been paid upto -2016, in accordance with the latest minimum rates of wages, as fixed by the State Govt of Gujarat Administration wages act/ state regulation order. All the statutory obligations/requirements have been compiled with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and IFCI will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

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

Regards

Signature
(Name of the Concerned Person)

For & on behalf of (Name of Company)
Seal of the Company

Annexure-9

Name of work: Comprehensive contract for Housekeeping Services
(Including Gardening, Stone polishing & Pest Control)

Checklist/ Minimum Qualification Criteria:

The following are the essential requirements to be fulfilled in order to qualify for price bidding

S. No.	DESCRIPTION	Essential/ Desirable	Enclosed (Y/N)
I	LABOUR LAWS		
	(1) Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	Essential	
	(2) ESI Number & DATE (Valid ESI code required)	Essential	
II	TAXATION REQUIREMENT		
	(1) Income Tax Act: PAN Number Required	Essential	
	(2) Trade Tax/ Vat/Tin No.		
	(3) Service Tax PAN Based Service Tax Number Required		
	(4) Company Registration No.	Essential	
III	WORKS POLICY REQUIREMENTS		
	1. EMD Rs.20000 in the form of Pay order/Demand Draft along with Application Money of Rs.1000/- (DD/PO).	Essential	
	2. Acceptance of Terms & Conditions- Signature on all pages without conditions of the contractor		
IV	FINANCIAL SOUNDNESS		
	1. Income tax returns for last three 3 years.	Essential	
V	QUALIFYING CRITERIA		
	1. Average annual financial turnover during last 3 years ending 31st March 2015 not less than Rs.30 lakh. The contractor/ firm should also have earned net profit for the last 3 years. An undertaking to this effect should be submitted.	Essential	
	2. The contractor having 3 years experience in similar work, please attached documents.		
	3. The contractor should submit detailed profile of the Organization, (giving list of works in hand and carried out during the last 3 years, names & addresses of the clients, value of work, (completion/performance certificate from the concerned agencies with name of the concerned person, contract mobile/telephone no. and e-mail ID)) number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents.		
VI	The contractor should have any office in Ahmedabad for the last 3 years		

VII	Details of technical and skilled manpower. List of Category-wise number of manpower employed on the rolls of the contractor be submitted. At least 20% of the manpower to be deployed on our premises should be from the regular rolls of the contractor. An undertaking to this effect should be submitted.		
VIII	Whether registered with MSME, if yes, please enclose certificate	Desirable	
IX	Self Declaration that contractor has not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude	Essential	
X	Self certificate that the contractor has not been blacklisted by IFCI or any other organization where he has worked. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, their tender shall not be considered. An Undertaking to this effect should be submitted.		
XI	Self certificate that contractor will abide by all statutory and regulatory requirements while carrying out the work		
XII	Attached (Annexure-1 to 8) duly signed by the contractor		
XIII	Communication details: (a) Official E-mail address of at least 2 concerned person (b) Name and telephone and mobile nos.	Essential	
Note : Non fulfillment of any/all of the above requirements (Essential) can entail disqualification of the bidder.			

All the above conditions accepted

(Name, Signature, Seal of the Contractor with date)