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(A Government of India Undertaking)

(भारत सरकार का उपक्रम)

Request for Proposal

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-110019.

Mode of Tender - E-tender on GEM Portal

Addressed To

General Manager (Estates)

IFCI Limited, IFCI Tower, 61 Nehru Place,

New Delhi - 110019.

Introduction

The Industrial Finance Corporation of India (IFCI Ltd.) was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector. IFCI is a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a Non-Deposit Taking NBFC.

(I) Schedule of RFP/Tender

IFCI Ltd., invites e tender in **Two Bid System (Technical and Financial Bid)** from eligible, reputed agencies having sufficient experience in Comprehensive Contract for Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.

Key Events & Dates

Name of Work	Comprehensive Contract for Operation & Maintenance of BMU roof machines and cleaning of external façade (Glass & Aluminium Composite Panels-ACP) at IFCI Tower, New Delhi.	
Estimated Bid Value for 02 years (Including 18% GST)	Description	Charges for 02 Years Amount (Rs.) (Inclusive of GST)
	i. Manpower cost (05 nos.) will be reimbursed on actual deployment as per the notification with regard to wages published by the Ministry of Labour & Employment, Govt. of India, applicable from time to time for Construction or Maintenance.	Bidder is requested not to quote manpower cost on GEM portal.
	ii. Comprehensive Maintenance cum Material Charges for <u>BMU roof machines</u> for 02 years towards day-to-day maintenance, annual servicing, replacement of faulty parts/items, as mentioned in the RFP/Tender including service charges.	Rs.8,30,144/- including 18% GST for 02 years charges. (Commercial offer will be evaluated only Comprehensive Maintenance cum Material Charges for 02 years).
	Total Estimated Bid Value for 02 years (Including service charges and including 18% GST)	Rs. 8,30,144/- (Say Round off Rs.8,30,200/-)
Note: - Bidders have to quote only Comprehensive Maintenance cum Material Charges for <u>BMU roof machines</u> for 02 years towards maintenance, annual servicing, replacement of faulty parts/items, as mentioned in the RFP/Tender including service charges on GEM portal as per scope of work except manpower cost.		
Contract Period:	Initially for a period of Two years with a provision of one-year extension subject to evaluation of the performance of service provider.	

Mode of Tender/RFP	E-tender on GEM Portal
Tender Document/RFP	The details can be downloaded free of cost from GEM portal www.gem.gov.in or from IFCI website https://www.ifcilttd.com/ (Tenders-procurement of goods and services).
Date of Inspection of IFCI Staff Colony, Paschim Vihar, New Delhi-110063	On Monday to Friday except Holidays between 10.30 A.M. to 3:00 P.M. till January 22, 2024.
Bid Security /EMD (In form of NEFT/RTGS Only)	Rs.8,000/- (Rupees Eight Thousand Only)
Date of Pre-bid Meeting	22/01/2024 , 11:00 AM. Pre-Bid Meeting to be held physically at 12 th Floor, IFCI Tower, 61 Nehru Place, New Delhi.
Clarifications, if any	On the day of Pre-bid Meeting.
Last Date and Time for submission of Technical Bid & Financial/Price Bid)	2:00 PM, January 31, 2024.
Date & time of opening of Technical Bids	2:30 PM, January 31, 2024.
Opening of Financial Bids	On GEM Portal.
Notice for amendment if any	Shall be hosted on GEM portal only.
Address of Communication	The General Manager (Estates), IFCI Ltd. 12th floor, IFCI Tower, 61 Nehru Place, New Delhi – 110 019.
Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from latest due date of offer submission (incl. extension, if any).
Contact Person: In case of any query, you may contact any of the following officials	a) Shri Amit Joshi, AGM at New Delhi (011-41732174) and b) Shri O C Rana, DGM at New Delhi (011-41732107)

Note: IFCI reserves the right to cancel the Tendering process at any stage during the Tender Process without assigning any reason thereof.

(II) INSTRUCTIONS TO BIDDERS

1. Bidders who wish to participate in this tender will have to register online at <https://gem.gov.in>. The bidders are requested to read carefully the user manual available on website <https://gem.gov.in> before initiating the process of bid submission.

In case of any clarification / assistance Bidder may contact the Help Desk of GEM before Online Bid Submission as per the details mentioned below:

E-mail ID: helpdesk-gem@gov.in

Phone No.: 07556681401, 07556685120, 01169095625

2. **Online Submission of E-Bids:** Online bids will have to be submitted within the specified time on website <https://gem.gov.in> as under: -

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

i. **Bidders shall upload the scanned copy of Remittance Advice/Copy of Bank Statement/ requisite details/transaction no. (UTR No.) as evidence of NEFT/RTGS, whichever is applicable, as proof of depositing EMD along with bid, failing which the offer will not be considered.**

ii. The technical information has to be prepared carefully as indicated in the tender document since it will be the basis for the pre- qualification of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats i.e., all annexures except Financial Bid Annexures/Schedule, any other relevant supporting documents/ required eligibility documents etc. 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: -** Bidder(s) must read the terms and condition as mentioned in the tender document and submit the financial bid accordingly. Bidder(s) are required to check the prices/amount carefully before uploading financial bid.

3. **Earnest Money Deposit (EMD): -**

a) EMD may be remitted in form of **NEFT/RTGS only** in IFCI bank account as detailed below: -

Account No. 00030350002631

**Bank Name and Address: HDFC Bank Ltd., Surya Kiran Building,
Kasturba Gandhi Marg, New Delhi-110 001**

IFSC Code: HDFC0000003

9 Digit (MICR)Code Number of the Bank & Branch: 110240001

Account Type: Current Account

BANK & BRANCH CODE / BSR Code: 051005

b) **Bidders shall upload the scanned copy of Remittance Advice/Copy of Bank Statement/ requisite details/transaction no. (UTR No.) as evidence of NEFT/RTGS, whichever is applicable, as proof of depositing EMD along with bid, failing which the offer will not be considered.**

c) EMD will not carry any interest.

- d) EMD will be refunded to the unsuccessful bidder(s) after finalization of the bid and EMD of successful bidder(s) shall be returned after acceptance of entire terms and conditions mentioned in the tender document and submission of security deposit/Bank Guarantee.
- e) **The Earnest Money Deposit submitted by the bidder may be forfeited if,**
- I. Successful bidder fails to accept work order within specified time as per intimation/request of the IFCI,
 - II. Successful Bidder withdraws his tender or backs out after acceptance,
 - III. Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - IV. Bidder violates any of the terms and conditions of the tender,
 - V. Bidder revises any of the items quoted during the validity period,
 - VI. Bidder is found to have indulged in fraudulent practices in the bid submission process.
4. **Authorization and Attestation:** The bidder has to submit an authorization letter or valid Power of Attorney on behalf of company/firm for signing the documents.
5. Submission of more than one bid is not allowed.
6. Conditional bids would be summarily rejected.
7. In case no bid/offer or single bid/offer is received, or any other reason whatsoever, IFCI may at its sole discretion cancel the whole bidding process or extend the last date and time of submission of the bid.
8. Any separate discount letter on the financial price shall not be considered by IFCI and shall be a ground for disqualification/rejection. Evaluation of financial bid(s) shall be considered only on the total quoted price in financial bid submitted by the bidders.
9. The Bidder should submit necessarily a cancelled cheque leaf/ RTGS details, Copy of PAN Card, GST No., HSN/ACS Code etc.
10. **Amendment to the document:** At any time prior to the deadline for submission of Bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment/addendum/corrigendum. The information of corrigendum/amendment will be uploaded on GEM portal only.
11. IFCI reserves the right to request for any further documents/certificates/clarifications from the bidder and the same must be submitted within stipulated time of receipt of any such communication from IFCI, failing which the bidder shall be summarily disqualified.
12. IFCI reserves the right to split the job into two or more parts and to award the work to separate agencies/bidders subject to the work experience and fulfilment of other terms & conditions and specifications.

13. IFCI does not bind itself to accept the lowest offer and reserves the right to reject any or all other tenders received without assigning any reasons thereof.
14. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
15. **Preference to the MSE bidders:** Preference may be given to the MSE bidders as per guidelines of MSME 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 prevalent Public Procurement Policy for MSEs issued by the Ministry of Micro, Small & Medium Enterprises, Govt. of India. MSE bidders are exempted from EMD, and tender document fees provided they submit necessary certificate for benefit of exemption in fees and EMD.
16. **Site Inspection: Before submission of the offer, the Bidders are advised to inspect the site for said work and be well acquainted with the actual working and other prevalent conditions. No claim will be entertained later, on the grounds of lack of knowledge of any of these conditions.**
17. **Abnormal Rates:** The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

(III) ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION OF THE BIDDERS

Sl.	Criteria	Documents To be submitted
1.	Average Annual financial turnover during the last 3 financial years ending FY 2020-21, FY 2021-22 and FY 2022-23 should be at least ₹ 5 Lakhs .	Enclose copy of Turn over certificates or audited balance sheet certified by any Chartered Accountant.
2.	Past Experience of Similar Services: - The bidder must have experience of similar works during last 05 years ending 31/12/2023 providing in Operation & Maintenance Services of BMU Roof Machines and Cleaning of External Façade (Glass & Aluminum Composite Panels-ACP) in high-rise building/ multistoried modern building owned by Govt./ PSUs/PSU Banks/Financial Institutions or MNCs/Corporates etc. of repute.	Attach Completion Certificate/Work Order copies and documentary evidence in support of experience in similar works.
3.	The Bidder must have Registered office/Branch office at Delhi/NCR and submit necessary proof thereof. Bids submitted without documentary evidence of having registered office/branch office at Delhi/NCR, shall be rejected summarily.	Valid documentary proof must be enclosed.

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.

(IV) SCOPE OF WORK

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

1. 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. 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.

2. **It is a comprehensive maintenance contract i.e., repair/replacement of faulty/damaged items with new items/materials (in present/future) for the work and services as provided in the RFP/tender.** The Contractor will provide all-inclusive comprehensive maintenance services and will carry out day to day operations, repairs, maintenance, replacement 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.

3. **The said contract will be assigned/handed over to new agency/contractor for all equipments on "as is where is basis" by previous contractor and it would be responsibility of the new contractor to repair/replace the equipments in case any observations/faults/defects/snags etc. found in the equipments/items after awarding of contract. Accordingly, bidders are requested to inspect the site and quote their prices in the bid accordingly.**

4. **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.
<p>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.</p>		

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. The contractor will provide and fill silicone (DOWSIL 789 silicone weather proofing sealant) at his own cost as and when required for filling gaps in the façade glasses and ACP sheets to prevent water seepage from glasses.

11. 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.

12. 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	06 nos.
(ii)	Safety Shoes/Boots	All Personnel
(iii)	Safety Glass or Goggles	06 nos.
(iv)	Full Body Harness Belt	08 Nos.
(v)	Safety Ropes	04 nos.
(vi)	First Aid Kit	02 nos.
(vii)	Full Body Fireproof uniform	02 nos.
Any other items as per requirement at site		

13. 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.

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

15. 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.

16. 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.

17. **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.

18. The contractor shall supply and maintain all spare parts/materials/consumables that may be required for maintenance of all the systems, free of costs and/or overhead/labour charges during the tenure of the contract. All routine, preventive maintenance, overhauling, breakdown maintenance, annual servicing etc. are included in the scope of work. The annual servicing of will be carried out between November to January month in each year. The Contractor has to submit annual servicing completion reports along with color photographs. The documents will be submitted by the contractor in the form of spiral/hard binding book for IFCI records. The cost of the same will be borne by the Contractor.

19. 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.

20. Shutdowns: 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.

21. 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.

22. 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.

23. 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.

24. IFCI may ask the contractor to enclose a list of works carried out along-with details of material consumed, material, challan etc. every month while submitting its bill. IFCI can ask the Contractor to submit any other document or provide details pertaining to "Scope of Work" at any stage of the contract. In case, it is found that the Contractor is unable to provide the required details/document, IFCI shall be free to impose penalty on the Contractor as per terms of the agreement.

25. **DEPLOYMENT OF MANPOWER AND ESSENTIAL QUALIFICATIONS: -**

(i) 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
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 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
(ii)	Glass & ACP Cleaner-	04 Nos.	

S. No.	Category	No. of Manpower	Minimum Work Experience
	Semi-Skilled		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	Five (05)	

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. 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.

(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 Central Government Act or as applicable from time to time for Building Operations.

(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.

(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.

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

(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.

(ii) 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.

(iii) A list of persons deployed personnel, together with their qualification, experience and copies of the appointment letters, photograph of each personnel in uniform has 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.

(V) 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 and will be payable. Extension of the contract will be subject to satisfactory performance of the Contractor during the initially awarded contractual period. Performance of the Contractor will be evaluated on regular intervals in-line with performance indicators given in the tender document.

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

2. **Contract Period:** **The Contract will be initially for a period of Two years with a provision of one-year extension subject to evaluation of the performance of service provider by IFCI before end of second year contract. The rates for the 3rd year, if renewed, shall be the prevailing rates of the 2nd year quoted by the bidder. However, all other terms and conditions will remain unchanged. The performance of the service provider/Contractor may be evaluated every year on a continuous basis and the extension /renewal of contract will be based on performance evaluated by IFCI or third-party inspection report or both. The renewal of the Contract, if any, shall be solely on decision of IFCI.**

3. 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.

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

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

6. IFCI may ask the contractor for any extra work be taken up by any other contractor, agency, service provide in its own decision. In such case, the payment shall be reimbursed to the AMC Contractor on actual consumption/work basis.

7. As and when required by IFCI, the manpower engaged/deployed in the site may be shifted or transferred to other sites of offices of IFCI in Delhi without any extra payment in this head.

8. IFCI reserves the right to modify requirement of personnel on need basis from time to time. In case, the proposed manpower deployed by the Contractor is increased or decreased, the monthly charges will also be paid to the Contractor proportionate to the applicable quoted rates.
9. The Contractor shall maintain site in fully furnished and equipped office with Computer along with internet connectivity, Printer cum scanner, and any other required accessories along with all office stationeries as a part of the Contract without any extra payment.
10. The site in-charge/ site engineer should have basic knowledge of the computer. He should be around 30 to 40 years old.
11. The Contractor should provide the mobile at least to his site in-charge/Supervisors and the site in-charge should be available round the clock besides his duty hours for any emergency at site.
12. The Contractor shall provide 02 pairs of proper uniform (winter and summer) each with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to their staff deployed at IFCI Sites every year. Apart from this, the Contractor will also be responsible to provide PPE (Personal Protective Equipment), Providing Sanitization Material etc. to his staff deployed at IFCI Sites required for execution of the works mentioned hereunder.
13. Thorough checking of staff during entry/exit would be made by IFCI's security guards.
14. The contractor shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to, in minimum agreed time, as per industry norms/practice, failing which, IFCI will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit.
15. It would be the responsibility of the contractor at his own cost to keep adequate spares and special tools and tackles, ladders (5 ft., 8 ft., 18 ft. height) always in readiness (as per the manufacturer(s) norms) so that breakdowns are attended on their occurrence. The contractor shall also provide safety devices/items such as- hand gloves, safety shoes, safety helmets, safety belt, safety glass, safety goggles, safety harness, first-aid kit etc. as necessary at site.
16. It is also responsibility of contractor to provide regular safety training (quarterly or as required) for manpower deputed at site and also carried out safety audit as and when required at site without any extra cost.
17. **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 logbooks/registers as per statutory obligations in physical and shall also maintain complaints register, and work done/carried out reports which may be countersigned by the officer-in-charge of IFCI as and when required. The same can also be maintained in soft (CD format). All the official registers/maintenance records pertaining to premises will be handed over to IFCI before vacation of premises/ closure of contract for record purpose.

18. **Non- Compliance of work:** In case of delay, repetition of work, non-compliance, inadequate staff, in the event of failure of compliance of the contract/awarded work in stipulated time, IFCI reserve the right to get the work done on exigency from another contractor/service provider and the expenditure incurred in attending to the same by another Agency, will be adjusted out of the monthly bill/balance payment/security deposit and contractor will have no objection to such deeds.

19. **Performance Indicator/Uptime and Penalty:** All complaints have to be attended to, in minimum agreed time, i.e., within 3 days from the date of complaint or assignment, failing which, IFCI will be at liberty to impose penalty or get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit. The Contractor shall ensure, in emergency cases the reported fault/support request is attended promptly and in any case within 12 hours from the reporting time and rectification thereof. Defect / fault of general or not of serious nature have to be rectified within 72 hours or 3 days 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. The deduction/penalty shall be as follows:

S. No.	Period for completion from the date of complaint/assignment	Deductions
(i)	Up to 3 days	No deduction
(ii)	4 to 7 days	Up-to 5% of the total value of the Monthly bill
(iii)	8 to 11 days	Up-to 10% of the total value of the Monthly bill
(iv)	12 to 15 days	Up-to 15% of the total value of the Monthly bill
Note: (a) No complaints in regard to systems/works etc. should remain pending for more than 72 hrs or 3 days. 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.		

20. The Contractor shall follow Environmental (Protection) Act 1986, Environment (Protection) Rules, 1986. Further, the Contractor shall be responsible to follow Hazardous waste (Management, Handling and Trans-boundary movement rules, 2008/ prevailing rules), 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, obtain no objection certificate from pollution control board whenever required, submit statutory/necessary compliance /annual returns/other obligations to state pollution control board on behalf of itself/IFCI. The Contractor shall submit the necessary compliance certificate. (as per annexure attached).

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

22. 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.

23. 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.
24. 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.
25. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.
26. 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.
27. At the time of completion of contract, IFCI may retain last two months monthly billing amount, which will be released after completion and successful handing over of the said contract to another agency as awarded through tendering process. However, the contractor will pay all the wages and comply the statutory compliances towards manpower deputed at site for each month till completion of contract. Further, the contractor has to submit no dues certificate duly signed by manpower deputed at site along with final bill at the time of release of final payment by IFCI.
28. After completion of the said contract period, it will be the responsibility of the contractor to depute his existing operational team at least 07 days and depute at least one representative for a minimum period of 30 days to explain about the installed equipment(s)/system(s) to the new contractor/agency.
29. It is purely contractor's responsibility to get his staff acquainted/trained with the site conditions, operation and maintenance procedure, equipment detail, safety devices, scope of work etc.
30. No residential accommodation/conveyance or otherwise will be provided by IFCI to the employees of the Contractor.
31. Contractor should have PF, ESIC, labour license etc. and experience in similar field as mentioned in scope of work.
32. For carrying out job the contractor has to make his own arrangements for men, tools, tackles, testing and measuring equipment, safety and protective gear/devices for carrying out the work.
33. Running of the system under abnormal condition or in risky circumstances will attract penalty.
34. Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by IFCI shall be imposed on the contractor.
35. Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the IFCI including, but not limited to:
 - a) Theft or pilferage of property of IFCI
 - b) Fire, flooding, breakage or damage
 - c) Violence or physical attack on the building.
 - d) Any act or incident which may prove detrimental to the interests of IFCI - the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the IFCI shall be final in such

matters.

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

37. IFCI has sole discretion to issue completion/performance certificate after completion of contract. However, no right in this regard would be considered/entertained of the contractor.

38. The contractor is bound to providing services as per terms & conditions of the contract. In case, it is observed that your firm is not fulfilling contractual obligations, IFCI may get the work done through another agency and cost & expenses will be recovered from your monthly bills/ Security Deposit / Bank Guarantee / payment towards additional works or any other dues etc.

39. 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.

40. 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.

41. 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.

42. 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.

43. The Contractor shall bear 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.

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

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

c) 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.

45. After passage of the new wage Code i.e. after appropriate notification is issued by the Govt. in this regard, IFCI will have to follow the Central Act i.e. Code of Wages Bill. Upon implementation of the Code of Wages Bill, the same will be applicable and the prospective bidders shall need to take it into account.

46. 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.

b) 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 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.

c) 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.

d) 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. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

47. Responsibilities of the Contractor in respect of local laws towards contractual obligation.

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.

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

48. Integrity Pact (IP) shall be applicable for contract as indicated in tender document. This integrity pact shall be issued as part of the Tender document and shall be submitted by the bidder

along with technical bid duly filled, signed and stamped by the authorized signatory who signs the bid.

49. 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 3% of the Contract Value for 02 years.

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

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

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

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

50. 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.

51. Force Majeure:

The following shall amount to Force Majeure:

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

52. Arbitration & Reconciliation

- a) In case amicable settlement is not reached in the event of any dispute or 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 consultant/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 to be appointed by IFCI.
- b) The award of the Arbitrator shall be binding upon both parties of the dispute.
- c) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue and seat of the arbitration shall be at Delhi and the language of the proceedings shall be in English. Subject to the above, the Courts at Delhi alone shall have the jurisdiction to deal any disputes between the Parties to the contract.
- d) The cost of arbitration shall be borne equally by both the parties.
- e) Work under the contract shall be continued during the arbitration proceedings.
- f) Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by IFCI and future blacklisting of the contractor.

(VI) ANNEXURES/FORMATS

Annexure – 1

Offer Forwarding Letter /Tender Submission Letter

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

Tender No:

Dated:

To,
General Manager (Estates),
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/document issued by IFCI Limited,, in accordance with the terms and conditions thereof.

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

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

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.

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

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

Dear Sir/Madam,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

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

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) as per advertisement.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We hereby declare that our Company/Organisation has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three year. Further, we also confirm that our firm has no dispute/litigation whatsoever with IFCI.
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/Check List

S. No.	Description	Documents to be attached
1.	Name of the Bidder/Firm/Company	
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.	Earnest Money Deposit (EMD), if any – Rs.8,000/- (Attach scan copy of Remittance Advice/Copy of Bank Statement/transaction no. (UTR No.) as evidence of NEFT/RTGS, as proof of depositing EMD).	Attach proof, as applicable.
6.	GST No. (Copy to be attached) of the Bidder	
7.	PAN No. (Copy to be attached)	
8.	Whether MSME (Attach valid MSME certificate)	
9.	Details of the Bank Account of the Bidder • Name of the Bank • Branch and address • IFSC Code (Copy of recent Bank Statement to be attached)	
10.	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
11.	ESI Number & DATE (Valid ESI code required)	
12.	Integrity Pact Applicable (as per format attached)- Mandatory -To be executed on plain paper and copy to be attached.	Attach Integrity pact as per format given.
13.	Average Annual financial turnover during the last 3 financial years ending FY 2020-21, FY 2021-22, FY 2022-23 should be at least ₹ 5 Lakhs .	Enclose copy of Turn over certificates or audited balance sheet certified by any Chartered Accountant.
14.	Past Experience of Similar Services: - The bidder must have experience of similar works during last 05 years ending 31/12/2023 providing in Operation & Maintenance Services of BMU Roof Machines and Cleaning of External Façade (Glass & Aluminum Composite Panels-ACP) in high-rise building/ multistoried modern building owned by Govt./ PSUs/PSU Banks/Financial Institutions or MNCs/Corporates etc. of repute.	Attach Completion Certificate/Work Order copies and documentary evidence in support of experience in similar works.
15.	The Bidder must have registered office/Branch at Delhi/NCR and submit necessary proof thereof. Bids submitted without documentary evidence of having	Valid documentary proof must be enclosed.

	registered office / Branch office at Delhi/NCR, shall be rejected summarily.	
16.	Whether you accept all the terms and conditions of the tender; Yes/No	

Date:

Place:

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

(A) Details of Similar Experience: -

Sl. No.	Name & Address of the client, Concerned Person and contact/ Mobile No	Name & Location of work	Value of Work (In lakh)	Starting date of Contract Period	Ending date of Contract Period	Completion/ work order/ Performance Certificate enclosed 'Yes' or 'No'	Any other information you would like to give
1	2	3	4	5	6	7	8

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

(A) Financial Capability: Average Annual Turn Over of the bidder during the last 3 financial years

Sr. No.	Financial Year	Turnover (Rs. in lakh)
1	2020-21	
2	2021-22	
3	2022-23	
	Average	

(Fill up the above table and enclose copy of Turn over certificates or audited balance sheet certified by any Chartered Accountant.)

(B) Details of Technical and skilled manpower:

Sr. No.	Name and Designation	Qualification	Experience	Any other Information (if any)
1	2	3	4	5

Date:
Place:

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

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney/Authorization letter

DECLARATION 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,

General Manager (Estates),
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 company 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 Bidders, 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 companyal 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 two IEMs is as under:-

1. Shri Janak Digal Email Id: janakdigal85@gmail.com	2. Shri Arunendra Kumar Email ID: noidarail54@gmail.com
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 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/ DMD, 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

CERTIFICATE OF UNDERTAKING
(on Company Letter Head)

Dated: _____

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

**CERTIFICATE OF UNDERTAKING- PAYMENT OF WAGES AND MAINTENANCE OF
EQUIPMENT**

Tender Ref No.: _____

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

We, further confirm that we are maintaining all the Building Management System and Equipment at IFCI Sites as per terms of the Tender and work order 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

CERTIFICATE OF UNDERTAKING
(On Company Letter Head)

Ref No.

Dated: _____

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

CERTIFICATE

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

- a) Environmental (Protection) Act 1986 and Environment (Protection) Rules,1986
- b) Hazardous waste (Management, Handling and Transboundary movement rules, 2008).
- c) Batteries (Management and Handling) Rules,2001.
- d) Delhi Fire Services Act, 2007.
- e) All of the above.

Regards,

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

EQUIPMENT UNDERTAKING

(To be executed on Company letter head)

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

2. We also undertake that we will replace/repair the faulty equipment(s) immediately. The make of replace item/equipment shall be similar to the existing items or reputed make as per agreed by IFCI.

Signature of Authorized Person:

Name:

Date:

Address:

Place:

Company Seal

FINANCIAL BID FORMAT

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

Note: Financial Bid format is for illustration purpose only. Bidders must upload the financial price in **GEM Portal Separately**. Financial bid/price should not be uploaded along with Technical Bid Documents. If any bidder uploads the Financial Bid/Price along with Technical Bid, the said bidder is liable to be disqualified /rejection.

S. No.	Description	Amount for 02 years (Rs.) (Inclusive of GST)
(i)	Manpower cost (05 nos.) will be reimbursed on actual deployment as per the notification with regard to wages published by the Ministry of Labour & Employment, Govt. of India, applicable from time to time for Construction or Maintenance.	(Bidders not to quote manpower cost on GEM Portal).
(ii)	Comprehensive Maintenance cum Material Charges for 02 years towards BMU roof machines for External Façade Cleaning System(s) including required parts, all the equipment and related systems/sub-systems and its repair/maintenance, servicing and replacement including supply of spares and consumables/accessories etc. for 3 nos. BMU machines Façade Cleaning Systems with two man power cradle and one no. Articulated Cradle (i.e., Imported BMU-1no., Installed at Front side, Indigenous make BMU-2 nos. installed both side of the building) and Specialized Articulated BMU-1 no. installed above Lift Machine Room (LMR) Area, and <u>cleaning material, silicone-789 (weather proofing sealant) for filling of gaps of façade (glass and ACP) at IFCI Tower, New Delhi as mentioned in RFP/Tender including service charges etc.</u>	<u>(To be quoted on GEM Portal)</u>
	Total 02 years Amount (Rs.) (Inclusive of GST)	<u>To be quoted on GEM Portal.</u>

Note:

(i) **Commercial Offer will be evaluated on the basis of Comprehensive Maintenance cum Material Charges for 02 years for BMU roof machines towards maintenance, annual servicing, replacement of faulty parts/items, as mentioned in the RFP/Tender including service charges inclusive of GST.**

(ii) The Bidders are requested to quote total 02 years amount (inclusive of GST) for Comprehensive Maintenance cum Material Charges including service charges except manpower cost, on the GEM portal.

(iii) The monthly charges for Comprehensive Maintenance cum Material Charges including service charges will be arrived at dividing the total 02 years amount by Twenty-Four (24).

(iv) The Maintenance cum Material Charges including service charges etc. will remain fixed during the entire period of the contract including extension, if any.

(v) The Contractor shall pay the Wages, ESI, EPF, Bonus, Gratuity as applicable from time to time relating to contractual personnel deployed in IFCI sites. IFCI shall have no liability in this regard.

(vi) The rate of wages payable to the manpower falling in different skill set deployed by the Contractor, will be reimbursed on actual, in reference to the notification published by the Ministry of Labour & Employment, Govt. of India, applicable from time to time for Construction/Building Operations.

(vii) Commercial Offer will be finalized based on detailed assessment of 'Financial Bids'. IFCI reserves the right to seek any information/ clarification from the bidder (s) during analysis of the Bids. In case, the bidder fails to provide sought information in time, IFCI can reject such bid (s) without entertaining further requests/ communication in this regard. Further, IFCI is not bound to select the lowest bidder.

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

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

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

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

Name, Signature, Seal of the Bidder with Company Seal