

### IFCI INFRASTRUCTURE DEVELOPMENT LIMITED

Regd. Office: IFCI Tower, 61, Nehru Place, New Delhi-110019

Website: <a href="www.iidlindia.com">www.iidlindia.com</a>
CIN No: U45400DL2007GOI169232
Telephone- 011-41732277

Tender No. IIDL/Admin-Sec-NR/2021-22/01

Dated: 07/01/2022

Name of work: Appointment of Security Services for IIDL properties situated

at Ghaziabad, Kolkata, Puducherry, Bangalore & Hospitality

related staff at Mayur Vihar, New Delhi.

### **NOTICE INVITING TENDER (NIT)**

**1.** TENDER: Tender is being invited for appointment of Security Services/Hospitality staff/and other required manpower staff under which the Agency / Contractor / Firm shall provide uniformed and trained personnel and will use its best endeavor to provide security of properties its equipment's, materials, monitoring, and surveillance of the premises.

The offer for the above jobs, are to be submitted in a separate sealed envelope superscripted respectively and kept in another big envelope duly sealed superscripted on the top of envelope 'Tender for Security, Hospitality Staff and other required man power staff Services' addressed to "The Managing Director, IFCI Infrastructure Development Ltd., IFCI Tower, 61-Nehru Place, New Delhi-110019". Subject to the following conditions to be put in the tender box kept at Ground Floor of the building:

- a) The Agency/firm/Contractor having track records in security/hospitality contracts of gated premises/office complexes/hotels in the relevant area. Experience in PSUs/PSU Banks and other Government Bodies is desirable.
- b) Agency/firm/Contractor's average turnover should be up to Rs. 50 Lakhs or above in a year, (consecutively for the last 3 years ending 31<sup>st</sup> March, 2021).
- c) Should have a minimum of five years of experience in similar nature of work.
- d) Should have a Registered Office/Branch in Delhi/NCR at least for the last 3 years.
- e) Should submit detailed profile of the Organization, (giving a list of works in hand and carried out during the last 2 years, names & addresses of the clients, value of work, (completion/performance certificate from the concerned agencies with the name of the concerned person, contract mobile/telephone no. and e-mail ID) number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No., GST, TIN No, Income Tax Clearance Certificate, Labour license and PAN etc.)
- f) The manpower to be deployed on our premises should be from the regular rolls of the Agency/firm/Contractor. An undertaking to this effect should be submitted. List of manpower to be deployed along with details to be attached.
- g) The Agency/firm/Contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from IIDL shall be sent by E-mail/speed post/courier.

- h) Offers of tenderers who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered. Further, if any of the partners/directors of the Agency/firm/Contractor's organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.
- i) IIDL reserves the right to request for any documents/certificates/clarifications from the Tenderer/Agency/Firm relevant to above qualifying criteria and the same must be submitted within 7 (seven) days of receipt of any such communication.

**Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of his bid and IIDL in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

- 2. Procedure for submission of bids: The bids shall be submitted as under: -
- a) Envelope-A: Marked with "Technical Bid" consisting of tender document cost of Rs.2,500/- (Two Thousand Five Hundred Only) (non-refundable) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Scheduled bank in favour of "IFCI Infrastructure Development Limited" payable at New Delhi. Technical formats i.e. all Annexures, except Financial Bid Annexures, any other relevant supporting documents including all the pages of tender document must be duly stamped and signed along with date as token of acceptance of the terms & conditions of tender.
- b) **Envelope-B:** Marked with **"Financial Bid"** consisting only financial bid i.e. Annexure- **10** duly stamped and signed along with date.
- c) All Bid documents must be submitted in properly paginated with indexed duly stamped and signed along with date by authorized person.
- d) All Tenderer are required to submit **Earnest Money Deposit** (EMD) of Rs. 10,000/-(Rupees Ten Thousand Only) (refundable) in the form of Demand Draft (should be drawn beyond the date of this NIT) in favour of "IFCI Infrastructure Development Limited" payable at New Delhi. No interest shall be paid on the said EMD and will be returned after finalization of the tender; however, the EMD of the successful bidder will remain with IIDL and will be forfeited in the following events:
  - i. If information declared/documents submitted found false/fake/forged,
  - ii. If the selected/successful bidder does not accept the Work Order or unable to provide services,
  - iii. If the bidder withdraws his bid/quote.
- e) The Technical Bid envelope and Financial Bid envelope are to be submitted in separate sealed covers and both envelopes kept in another big envelope duly sealed super-scribed on the top of envelope 'Name of the work'.
- f) The tender is to be dropped only in the tender box kept at ground floor, IFCI Tower, Nehru Place, New Delhi. Tenders will be **accepted till 5: PM** on the last submission date. Please note that the no tender shall be accepted by post or through courier.
- g) The Sequence for opening the sealed bids would be on random basis.

- h) Each Bidder shall submit only one tender either by himself or as a partner in Partnership Firm. If a bidder or if any of the partners in Partnership Firm participates in more than one bid, the bids are liable to be rejected.
- i) **Opening of Technical Bids**: will be opened at IFCI Tower, Nehru Place, New Delhi on January 24, 2022, at 11.00 A.M. by the Committee. IIDL shall evaluate the technical bid to pre-qualify the bidders.
- j) **Opening of Financial Bids**: will be opened at IFCI Tower, Nehru Place, New Delhi on January 27, 2022, at 11.00 A.M. by the Committee
- **3.** The Agency/firm/Contractor should have to enclose Checklist/Minimum qualification criteria (Annexure-8) along with supporting documents.

Property Inspection:

January 12, 2022 to January 14, 2022 at the below mentioned property site(s).

Last Date of Submission of bids:

January 21, 2022.

S. No	Property	Address	Personnel	No. of Personnel
I	IIDL Suites	Plot No. 4A, Mayur Vihar, New Delhi	Security Guards, Gunman's, Drivers, IT Personnel, and other Hospitality related staff	60
Ii	Harbans Nagar	No. 36, Harbans Nagar Village, Gokhna, Delhi - Meerut Road, Ghaziabad	Security Guard	3
Iii	IIDL Head Office	IIDL, 7 <sup>th</sup> floor IFCI Tower, Nehru Place, New Delhi	Peon Driver	02 01
Iv	Ramprastha	C-31 to C-34, Near DAV Public School Ramprastha, Ghaziabad	Security Guard	03
V	Kolkata	44/5A, Mateshwartala Road, Opp- Merania Lake, Kolkata	Security Guard	03
Vi	Puducherry	DSQ Industries, Pangoorveli, Ariyur revenue village, Villanur.	Security Guard	02
Vii	Bangalore	Financial City, Village	Security Guard Gunman Security Supervisor	06 01 01

### 4. SCOPE OF WORK: FOR SECURITY SERVICES

- a) The working hours for the above services will be 8 hours for seven days a week excluding breaks. An adequate number of personnel would be deployed by the agency.
- b) The Agency/firm/Contractor will maintain an inventory of critical spare parts /consumables etc. for the purpose of corrective and preventive maintenance and submit the list.
- **5.** The personnel deployed by the Agency/firm/Contractor should be duly qualified and trained to the satisfaction of IIDL, having 3 years' experience of security and the following minimum criteria are to be adhered to for carrying out the duties/works as per requirement.

### a) Security Services:

- i) The Head Guard (Semi- Skilled) and Security Guard (Unskilled) should qualify the following minimum standards: -
- ii) Educational Qualifications: Head Guard: Minimum Intermediate /12th Standard pass; Security Guard: Minimum 8th Pass but not Matriculate
- iii) Security Guards and Head Guards should be not less than 21 years of age or above 50 years of age.
- iv) Should have good built and free from all illness
- v) Should have minimum experience of 2 years in case of Security Guard and three years in case of Head Guard.
- vi) Should be strong, stout, intelligent, alert and mentally sound. As a first responder, should have a basic idea of how to react in an emergencies like fire, earthquake, terrorist attack, sabotage, etc. and his co-coordinative role
- vii) He should be a disciplined person with sound character and good service record.
- b) Gunman (Semi-Skilled) with following requirements:
  - i) Should be minimum 10<sup>th</sup> pass. (Passed from an educational institute recognized by the State Govt).
  - ii) Should be within the age group of 25 to 40 years with good built and free from illness.
  - iii) Should have minimum experience of 3 to 5 years with respective firm.
  - iv) Should be trained and license to arms.
  - v) Should be physically, mentally, and emotionally stable, police verified and pro-active.

### C) Housekeeping/ Hospitality Staff

- i) The Housekeeping/ Hospitality staff (Semi- Skilled) should qualify the following minimum standards: -
- ii) Educational Qualifications: Minimum Intermediate /12th Standard pass.
- iii) Staff should be not less than 21 years of age or above 40 years of age.
- iv) Should have good built and free from all illness.
- v) Should have minimum experience of 3 years in the same field.
- vi) Should be strong, stout, intelligent, alert and mentally sound. As a first responder, should have a basic idea of how to deal with the guests.
- vii) Should be a disciplined person with sound character and good service records.
- D) Drivers: The Drivers must have valid driving licenses Keeps the company vehicle clean and properly maintained by performing regular washing, cleaning and vehicle maintenance. Providing accurate time records of the company vehicle's coming and goings. Reporting any accidents, injuries, and vehicle damage to management.
- E) OSP's Coordinating the maintenance and repair of office equipment. Assisting in office duties. Collecting and distributing couriers or parcels among employees and opening and sorting emails. Also having office related experience.
- F) The other hospitality related staff to be provided as per the requirement within 12 hrs.
- **6.** The Agency/firm/Contractor should also submit a sample of **photograph of each in the uniform** of security personnel and also submit proof of Registration under "Private Security Agencies Regulation Act, 2010 (PASARA)".

- 7. Special Dress: Ceremonial items (Leather Belts, Sweaters, Caps Peak, White spades for boots, Line yard, Muffler /Tie, Ankle leather boots, shoes) to be provided to guards for special duties without any extra charges. I-Cards to be issued to guards required for special VIP duties. During rainy and winter seasons Raincoats, Overcoats, Six feet long bamboo sticks, Whistles etc.) should be provided to the guards without any extra charges from IIDL who perform duties.
- **8.** The above services are required on 8 hours basis seven days a week for only one shift including Sundays, Festivals, National Holidays/ Holidays without any overtime. The above services are required on a monthly job basis. An Adequate number of personnel would be deployed by the company in suitable shift duties. IIDL reserves the right to modify the requirements of personnel on a need basis from time to time. The charges for extra deployment would also be accordingly modified based on prevailing Central Government Minimum Wages.
- **9.** The Agency/firm/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 one month of the award of work and would issue name badges and I-Cards to the deployed personnel. Any subsequent changes in the deployment of personnel shall be notified in advance.
- **10.** The company may inspect the building/premises thoroughly, before quoting for the work.
- **11.** The Agency/firm/Contractor shall assist IIDL to maintain liaisoning with Police Department or any statutory body on behalf of IIDL from time to time to get any permission, licenses, permit etc. as required.
- **12.** The Agency/firm/Contractor will maintain an inventory with regard to above services.

### 13. SPECIAL CONDITIONS OF THE CONTRACT (SCC):

- a) The Agency/firm/Contractor shall deploy adequate manpower including relievers (at least the stipulated number) of experienced and license holders wherever applicable, trained personnel (with minimum 2 years experience) in the respective areas of their duties at the premises to the satisfaction of IIDL at the site inappropriate shift duties. The services of the personnel deployed at site, shall be made available throughout the week including Sundays and holidays without any extra payment, IIDL will not be responsible for any overtime payments to the personnel deployed by the company for any reason whatsoever. Duty allocation and roaster control shall be the Agency/firm/Contractor's responsibility. The exact working hours will be fixed in consultation with officerin-charge of IIDL. A list of the persons deployed, together with their qualification and experience along with copies of appointment letters shall be submitted to IIDL immediately on commencement of the contract. IIDL reserves the right to advise replacement/change the manpower deployed Agency/firm/Contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the Agency/firm/Contractor is reduced, the monthly charges will also be reduced proportionately.
- b) The Agency/firm/Contractor has to provide a proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at the above-mentioned sites.

- c) The Contract would be for a period of **two years** from the date of award of contract and the same could be extended/renewed on the basis of performance at the sole discretion of IIDL upto a maximum another 01 year. IIDL reserves the right to alter the scope of work at any stage and the monthly charges would be appropriated accordingly. IIDL reserves the right to terminate the contract without assigning any reasons whatsoever giving one month's notice to the Agency/firm/Contractor. Similarly, the Agency/Firm/Contractor will also have to give one month's notice in case Agency/firm/Contractor wants to discontinue the contract.
- d) The rates quoted will remain firm during the currency of the Contract. IIDL shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.
- e) In case of any further requirement of security personal and other staff due to further development at the site for which the Agency/firm/Contractor may be deployed during its contract term. The charges of such extension of services will be on the basis of rates, terms & conditions already agreed in the contract.
- f) Details of cases pending with any Court of Law, if any, status thereof, to be submitted.
- g) The Agency/firm/Contractor will have to pay at least minimum rates of wage, under the Minimum wages Act, to the personnel deployed by him at IIDL. Payment to the workers shall be paid directly in their bank account through Bank as per the latest guidelines of the Labour Department.
- h) The Agency/firm/Contractor shall be liable for indemnifying IIDL from any liability on account of his employees and/or meeting any Statutory Obligations required under labour Laws of the Central/State Government(s). IIDL will therefore not assume any responsibility thereto.
- i) IIDL reserves the right to reject any of the offers at any stage, if the same is not upto the expectation of IIDL.
- j) **Payment Terms:** The payment would be made on Monthly basis after the close of each month against the invoice of the Agency/firm/Contractor. The Monthly bill for the above said contract shall be submitted by the Agency/firm/Contractor by 7<sup>th</sup> of following month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IIDL due to any reasons, any damages caused by the Agency/firm/Contractor or his employees, down time etc., as applicable. The payment for the preceding month shall be made on succeeding month on submission of the following documents: -
- i. Photocopies of Wages Payment Sheet for the previous month duly signed by individuals. The Agency/firm/Contractor shall also submit copies of the appointment letters given to his workforce, once in every quarter of the year.
- ii. Photocopies of Bank Challans of the previous month for the amount deposited in the bank for ESI and PF along with a certificate.
- iii. Certificates in regard to payment made in accordance with at least Minimum Rates of Wages as fixed from time to time as per the State Govt. The Agency/firm/Contractor will furnish every month a certificate to the effect that all statutory obligation/ requirements have been complied with in regard to wages,

contribution to PF/ ESI/ Gratuity etc to their staff and IIDL will not assume any responsibility thereto. (Annexure-7)

### 14.GENERAL CONDITIONS OF THE CONTRACT (GCC):

- a) Manpower: The Agency/firm/Contractor shall deploy adequate manpower to the satisfaction of IIDL. Duty allocation and Roster control shall be the Agency/firm/Contractor's responsibility. No overtime shall be payable by IIDL for any reason whatsoever. The Agency/firm/Contractor shall comply with provisions of all the Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Workmen Compensation Act, Bonus Act and all other laws as applicable from time to time and should submit a monthly certification to that effect along with monthly bills to IIDL. It will be the responsibility of the Agency/Contractor/firm to provide details of manpower deployed by him, in IIDL, and to the Labour Department.
- b) Shut Downs: No routine shutdown shall be permitted by IIDL.
- c) The Agency/firm/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, IIDL will be at liberty to get the work done on its own and recover the costs incurred from your monthly bills if the Agency/firm/Contractor fails to do the desired job.
- d) IIDL will not be responsible for any lapse on the part of the Agency/firm/Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act,1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the Agency/Firm/Contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labor engaged by him on the Contract Work. It is expressly understood that the manpower deployed by the contractor are not on the rolls of IIDL and no legal relationship of whatsoever subsists between IIDL and such personnel employed by the Agency/firm/Contractor.
- e) This being a pure works contract, the personnel engaged by the Agency/firm/Contractor and deployed by them at premises will be in no way be deemed as working under employment of IIDL and there shall not exist any employer-employee relationship between IIDL and the Agency/firm/Contractor or his personnel deployed by him. The Agency/firm/Contractor or personnel shall have nothing to do with IIDL either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The Agency/firm/Contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation, in any eventuality. The Agency/firm/Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Agency/firm/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 IIDL will have no responsibility, whatsoever.

- f) The employees of the Agency/firm/Contractor will work strictly under the direction and administrative control of the Agency/firm Manager/Supervisor. However, the Agency/firm/Contractor supervisory staff will have to execute the work through their employees according to the requirement, need and/ instructions of the designated officers of IIDL.
- g) The employee of the Agency/firm/Contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the Agency/firm/Contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IIDL staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
- h) In case of any damage to IIDL property/premises for which Agency/Firm/Contractor is accountable, the Agency/Firm/Contractor will be liable to pay the compensation to IIDL as may be advised by IIDL. The Agency/firm/Contractor shall also take full responsibility and compensate IIDL for any loss/damage/break-down caused to the installation due to negligence of his workers.
- i) IIDL will not be responsible for any injury/death caused to the employees provided by the Agency/firm/Contractor at site. It will be the responsibility of the Agency/firm/Contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by IIDL in this regard.
- j) The workforce deployed by the Agency/firm/Contractor should be adequately covered under Personal Accident Insurance Plan. Copy of the same should be submitted along with the first bill.
- k) The Agency/firm/Contractor will also furnish every month a certificate to the effect that the spare parts/ material/ items required for O&M work has been procured from Micro and Small Enterprises (MSEs) as per the provisions of the Public Procurement Policy for MSEs order, 2012, issued by the Ministry of Micro, Small & Medium Enterprises, Govt. of India.

### 15. DISPATCH INSTRUCTIONS:

- a) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- b) Tenderers are advised to study all the tender documents carefully. Any submission in the tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- c) Integrity Pact (IP) shall be applicable for all tenders/contracts as indicated in Notice Inviting Tender (NIT). This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with the Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors/bidders who have entered into such an IP with IIDL shall be

considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification. (Annexure-6)

### **16. SUBMISSION OF TENDERS:**

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

### **17.DATA TO BE ENCLOSED:**

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

- a) INCOME TAX PERMANENT ACCOUNT NUMBER Certified copies of Permanent Account Number for the Company/Firm/Individual Partners, etc shall be furnished along with tender.
- b) An attested copy of the Power of Attorney/Board Resolution, in case the tender is signed by an individual other than the sole proprietor.
- c) Proof of Turnover supported by Audited Balance Sheet / ITR/CA Certificate.
- d) Proof of Net Profit.
- e) Proof of Monthly Billing.
- f) Proof of Registration Number for PF, ESI, Service Tax, TIN No, GST No. etc.
- g) Evidence of Minimum Five Years of experience supported by documents from the concerned organization.
- h) Proof of valid license.

i) IN CASE OF INDIVIDUAL TENDER
 His /her full name, address and place & nature of business.

### i) IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

### k) IN CASE OF COMPANIES

Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof

I) The Agency / Firm / Contractor Bidder should submit details of the terms and conditions of the personnel deployed by him at IIDL at the end of every quarter while submitting his monthly bill for payment. The Agency/firm/Contractor shall also ensure the police verification of each and every person deployed by him at IIDL.

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

### 19. LANGUAGE:

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

### **20.PRICE DISCREPANCY:**

- a) Conventional (Manual) Price Bid Opening: In the case of price bid opening, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- b) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the IIDL, shall be taken as correct.
- c) When the amounts of an item is not worked out by the Company or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
- d) When the rate quoted by the IIDL in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- e) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- f) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenders for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job, and

the `Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates of all the items in the `Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of `Original' total price and `Total quoted price (loaded for omissions).'

g) The `Final Total amount' shall be arrived at after considering the amounts worked out, at paras 20(a) to (f) above.

### 21. EVALUATION OF BIDS:

- a) Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- b) In case the same qualifying experience is claimed by more than one agency/firm/contractor, then the agency/firm/contractor who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency/firm/contractor who has executed and in case it is only labour, consumables without tools & plants (T&P), then the responsibility of execution is assigned to the first agency/firm/contractor and not to the agency/firm/contractor who has executed only as labour supply contractor. Further, IIDL reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- c) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, IIDL reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- d) Assessing Bidder capacity for executing the current tender shall be as per Notice Inviting Tender.
- e) Price bids of shortlisted bidders shall only, be opened through conventional price bid opening.
- f) Price bids of unqualified bidders shall not be opened.

### 22. AUTHORISATION AND ATTESTATION:

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

### 23.TENDER FEES DEPOSIT:

Tender Fees is to be paid in Pay Order or Demand Draft of Rs. 2500/- (Rupees Two thousand and five hundred only) in favor of `IFCI Infrastructure Development Ltd.' and payable at New Delhi.

### 24. EXECUTION OF CONTRACT AGREEMENT:

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

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

### 25. REJECTION OF TENDER AND OTHER CONDITIONS:

- a) IIDL reserves the right to accept or reject the tenders without assigning any reason whatsoever.
- b) Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- c) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with IIDL or tenderer who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. IIDL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of IIDL will be final in this regard.
- d) If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IIDL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IIDL may then cancel such tender at their discretion, unless the firm retains its character.
- e) IIDL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- f) If the tenderer gives wrong information in his tender, IIDL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- g) Canvassing or offer of an advantage or any inducement by any person with a view to influencing acceptance of a bid will be an offence under Indian Laws. Such action will result in the rejection of the bid.
- h) In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in IIDL, the authority inviting the Tender shall be informed of the fact as per specified format, (Annexure-5) along with the offer.
- i) The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him.
- j) The Tender submitted by a techno commercially qualified tenderer shall become the property of IIDL who shall be under no obligation to return the same to the bidder. However, unopened price bids and late tenders shall be returned to the bidders.

- k) Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then awarded price i.e contract value shall be worked out after considering the discount so offered.
- I) IIDL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

### **26.LAW GOVERNING THE CONTRACT AND COURT JURIDICTION:**

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

#### **27.ISSUE OF NOTICE:**

- a) Service of notice on Agency/firm/Contractor: Any notice to be given to the Company under the terms of the contract shall be served by sending the same by Registered Post/Speed Post/E-mail or leaving the same at the Agency/firm last known address of the principal place of business (or in the event of the contractor being a company, or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Agency/firm/Contractor to IIDL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
- b) Service of notice on IIDL: Any notice to be given to IIDL under the terms of the Contract shall be served by sending the same by post or leaving the same at IIDL address or changed address as notified in writing by IIDL to the Agency/firm/Contractor.
- **28. USE OF OFFICE SPACE:** No space belonging to IIDL shall be occupied by the Agency/firm without any written permission of IIDL.

### 29. COMMENCEMENT OF WORK:

- a) The Agency/firm/Contractor shall commence the work as per the time indicated in the Letter of Intent from IIDL without delay.
- b) If the Agency/firm/Contractor fails to start the work within stipulated time as per LOI or as intimated by IIDL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with IIDL will stand forfeited without any further reference to him without prejudice to any and all of IIDL other rights in this regard.
- c) All the work shall be carried out under the direction and to the satisfaction of IIDL.

### 30. RIGHTS OF IIDL:

a) IIDL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the Agency/firm/Contractor for any compensation.

- b) To terminate the contract or get any part of the work done through other agency or deploy IIDL own/hired/otherwise arranged resources, at the risk and cost the Agency/firm after due notice of a period of one month notice by IIDL in the event of:
  - i) Agency/firm/Contractor continued with poor progress.
  - ii) Withdrawal from or abandonment of the work before completion of the contracted work.
  - iii) Agency/firm/Contractor inability to progress the work for completion as stipulated in the contract.
  - iv) Poor quality or substandard work.
  - v) Corrupt act of Agency/firm/Contractor.
  - vi) Insolvency of the Agency/firm/Contractor.
  - vii) Persistent disregard to the instructions of IIDL.
  - viii) Assignment, transfer, sub-letting of contract without IIDL written permission
  - ix) Non -fulfillment of any contractual obligations.
  - x) In the opinion of IIDL, the contractor is overloaded and is not in a position to execute the job as per required schedule.

# 31.RESPONSIBILTIES OF THE AGENCY/FIRM/CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKS ETC.:

- a) The following are the responsibilities of the Agency/firm/Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The Agency/firm/Contractor shall fully indemnify IIDL against any claims of whatsoever nature arising due to the failure of the contractor Agency/firm in discharging any of his responsibilities hereunder:
- b) The Agency/firm/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 Agency/firm/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 Agency/firm/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 Agency/firm/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.
- e) The Agency/firm/Contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liveable on account of his operations in executing the contract.
- f) Agency/firm/Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- g) The Agency/firm/Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

- h) The Agency/firm/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 Agency/firm to make good the losses or compensate for the same.
- i) The Agency/firm/Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- j) All safety rules and codes applied by the IIDL at site shall be observed by the Agency/firm without exception. The Agency/firm/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. Agency/firm/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 Agency/firm/Contractor till the completion of work under this contract.
- k) The Agency/firm/Contractor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- I) Agency/firm/Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by IIDL /Customer. The Agency/firm has to assist in HSE audit by IIDL/Customer and submit compliance Report. The Agency/firm has to generate and submit record/reports as per HSE plan/activities as per instruction of IIDL /Customer.
- m) The Agency/firm/Contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly singed by the Agency/firm/Contractor representative should be furnished to IIDL for record purpose, if so called for.
- n) 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 IIDL.
- **32.Maintenance of Registers and forms:** The Agency/firm shall be responsible to maintain the following registers/forms as required under the prevalent labour laws in force from time to time.
  - a) Form XIII Register of workmen employed by contractor (Rule 75).
  - b) Form XIV Employment card issued by contractor (Rule 76).
  - c) Form XVI Muster Roll (Rule 78 (1) (a) (i)).
  - d) Form XVII Register of Wages (Rule 78 (1) (a) (i)).
  - e) Form XVII Register of wages-cum Muster Roll (in case of weekly payment).
  - f) Form XIX Wage slip (Rule 78 (b)).
  - g) Form XX Register of deduction for damages or loss (Rule 78(1)(a) (ii)).
  - h) Form XXI Register for fines (Rule 78 (1) (a) (ii)).
  - i) Form XXII Register of advances (Rule 78 (1) (a) (ii)).
  - j) Form XXIII Register of overtime (Rule 78 (1) (a) (iii)).
  - k) Form XXIV Register to be sent by the contractor to licensing officer (Rule 82) (1).

The Agency/firm/Contractor shall maintain the above registers neatly, completely, and legibly for inspection by the various statutory authorities and the company officials even at short notice.

### 33.INSURANCE:

- a) It is the sole responsibility of the Agency/firm to obtain insurance of his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work is carried out in a protected area and all the rules and regulations of the IIDL in the area of the project which are in force from time to time will have to be followed by the Agency/firm.
- b) If due to negligence and or non-observation of safety and other precautions by the Agency/ Firm.
- c) If any accident/injury occurs to the property/manpower belonging to a third party, the Agency/firm/Contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.
- d) The Agency/firm/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 IIDL or customer. For lodging/processing of insurance claim the Agency/firm/Contractor will submit necessary documents. IIDL will recover the loss including the deductible franchise from the Agency/firm/Contractor in case the damage /loss is due to carelessness/negligence on the part of the Agency/firm/Contractor. In case of any theft of material under Agency/firm/Contractor custody, the matter shall be reported to police by the Agency/firm immediately and a copy of FIR and subsequently police investigation report shall be submitted to IIDL for taking up with insurance. However, this will not relieve the Agency/firm of his contractual obligation for the material in his custody.

#### **34. STRIKES & LOCKOUT:**

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

### **35. 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 Company has no control.
- b) If the Agency/firm/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 IIDL in writing the causes of delay and the contractor shall not be eligible for any compensation.

### 36. ARBITRATION & RECONCILIATION:

- a) In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to the interpretation of any provision by the Agency/firm/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 for adjudication to a sole arbitrator appointed by IIDI.
- b) The award of the Arbitrator shall be final & binding upon the parties to the dispute.
- c) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- d) The cost of arbitration shall be borne equally by both 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 IIDL, and future blacklisting of the contractor.

### **37.MONTHLY PAYMENT:**

- a) The payment would be made on a Monthly basis after the close of each month against the invoice of the Agency/Firm/Contractor. The monthly bill for the above-said contract shall be submitted by the Agency/firm/Contractor by 7<sup>th</sup> of the following month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IIDL due to any reasons, any damages caused by the Agency/firm or his employees, downtime etc., as applicable. The payment for the preceding month shall be made on succeeding month on submission of the following documents: -
- b) Photocopies of Wages Payment Sheet for the previous month duly signed by individuals.
- c) Photocopies of Bank Challans of the previous month for the amount deposited in the bank for ESI and PF along with the certificate.
- d) Certificates in regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt., Delhi Administration or the Central Govt. whichever is higher. The Agency/firm will furnish every month a certificate to the effect that all statutory obligation/ requirements have been complied with, in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and IIDL will not assume any responsibility thereto. (Specimen given below)

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

- a) Annexure-1 (OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER)
- b) Annexure-2 (DECLARATION BY AUTHORISED SIGNATORY OF BIDDER)
- c) Annexure-3 (DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS)
- d) Annexure-4 (NO DEVIATION CERTIFICATE)
- e) Annexure-5 (DECLARATION FOR RELATION IN IIDL)
- f) Annexure-6 (NON DISCLOUSURE UNDERTAKING (INTEGRITY PACT)
- g) Annexure-7 (CERTIFICATE)
- h) Annexure-8 (Checklist/Minimum qualification Criteria)
- i) Annexure-9 (DECLARATION)
- i) Annexure -10(FINANCIAL BID)

# OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER

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

Offer Reference No
To, The Managing Director IFCI Infrastructure Development Limited IFCI Tower, Nehru Place New Delhi-11019
Dear Sir,
Sub: Submission of Offer against Tender Specification No:
I/We hereby offer to carry out the work detailed in the Tender Specification issued by IIDL, 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.
<ol> <li>Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IIDL.</li> <li>Notice Inviting Tender (NIT)</li> <li>Documents referred to in Para 1 of NIT</li> <li>Forms and Procedures</li> </ol>
Should our Offer be accepted by IIDL for Award, I/we further agree to furnish 'Tender Fees' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by IIDL.
I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.
<u>Authorised Representative of Bidder</u> Signature:
Name: Address:
Place: Date:

### **DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,
The Managing Director
IFCI Infrastructure Development Limited
IFCI Tower, Nehru Place
New Delhi-11019

D	~ C	
Deal		II .

Sub: <b>Declaration by Authorised Signatory</b>
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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 to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney/Board Resolution(in case of companies)

# **DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

To, The Managing Director IFCI Infrastructure Development Limited IFCI Tower, Nehru Place New Delhi-11019
Dear Sir,
Sub: Declaration confirming knowledge about Site conditions  1) NIT/Tender Specification No, 2) All other pertinent issues till date
I/Wehereby declare and confirm that we have visited the site as referred in IIDL Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.
I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.
Yours faithfully,
(Signature, Date & Seal of Authorized Representative of the Bidder)
Date: Place:

### **NO DEVIATION CERTIFICATE**

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

To, The Managing Director IFCI Infrastructure Development Limited IFCI Tower, Nehru Place New Delhi-11019
Dear Sir,
Sub: Declaration by Authorised Signatory  Ref: 1) NIT/Tender Specification No, 2) All other pertinent issues till date
We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IIDL and in case of such observance at any stage, it shall be treated as null and void and this tender shall deemed to be withdrawn.
We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.
We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.
We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.
Thanking you,
Yours faithfully,
Date: Place:

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

### DECLARATION FOR RELATION IN TIDE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)
To,
The Managing Director IFCI Infrastructure Development Limited IFCI Tower, Nehru Place New Delhi-11019
Dear Sir,
Sub: <u>Declaration for relation in IIDL</u>
Ref: 1) NIT/Tender Specification No
I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in IIDL
Tick( $\sqrt{\ }$ )any on e as applicable:
<ol> <li>The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in IIDL</li> </ol>
OR
<ol><li>The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in IIDL and their particulars are as below:</li></ol>
(i)
(ii)
Date: Signature of the Authorised Signatory
Note

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

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

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)
NON-DISCLOSURE UNDERTAKING (INTEGRITY PACT)  I/We understand that IIDL is committed to Information Security Management System as per their Information Security Policy.
Hence, I/We M/s
who are submitting offer for providing services to IIDL against Tender Specification No hereby undertake
to comply with the following in line with Information Security Policy of IIDL,
<ul> <li>To maintain confidentiality of documents &amp; information which shall be used during the execution of the Contract.</li> <li>The documents &amp; information shall not be revealed to or shared with third party which shall not be in the business interest of IIDL</li> </ul>
(Signature, date & seal of Authorized Signatory of the bidder)
Date:

## (On Company Letter Head)

Ref No.	Dated:
IFCI Infrastructure Development Limited	
IFCI Tower, Nehru Place	
New Delhi-11019	
61, Nehru Place	
NEW DELHI-110 019.	

### **CERTIFICATE**

It is certified that all the dues of personnel deployed at IIDL Site, for the existing contract, have been paid upto ....... -2021, in accordance with the latest minimum rates of wages, as fixed by the State Govt./ state regulation order. All the statutory obligations/requirements have been compiled with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and IIDL will not assume any responsibility thereto. The Contract labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

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

Regards

Signature (Name of the Concerned Person)

For & on behalf of (Name of Company)

Seal of the Company

# Name of work: Operation of Security Services

### **Checklist/ Minimum Qualification Criteria:**

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

S. No.	DECRIPTION	Essential/ Desirable	Enclosed (Y/N)
I	LABOUR LAWS		, , , ,
	(1) Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	Essential	
	(2) ESI Number & DATE (Valid ESI code required)	Essential	
II	TAXATION REQUIREMENT		
	(1) Income Tax Act: PAN Number Required	Essential	
	(2) Trade Tax/ Vat/Tin No.		
	(3) GST Number Required		
	(4) Company Registration No.	Essential	
III	FINANCIAL SOUNDNESS	2550116101	
	Income tax returns for last three 3 years.	Essential	
IV	QUALIFYING CRITERIA		<u> </u>
	1. Average annual financial turnover during last 3 years ending 31st March 2021 up to Rs.50 lakhs or above. The contractor/ firm should also have earned a net profit for the last 3 years. An undertaking to this effect should be submitted.	Essential	
	2. The contractor having 5 years experience in similar work please attached documents.		
	3. The contractor should submit detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, (completion/performance certificate from the concerned agencies with name of the concerned person, contract mobile/telephone no. and e-mail ID) number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents.		
V	The contractor should have office in Delhi/NCR for the last 3 years.		
VI	Details of technical and skilled manpower. List of Category-wise number of manpower employed on the rolls of the contractor be submitted. The manpower to be deployed on our premises should be from the regular rolls of the contractor. An undertaking to this effect should be submitted.		
VII	Self Declaration that Company has not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.	Essential	
VII	Self certificate that the Company has not been blacklisted by IIDL or any other organization where he has worked. Further, if any of the partners/directors of the Company's organization is blacklisted or having any criminal case against him, their tender shall not be considered. An Undertaking to this effect should be submitted.		
VIII	Self certificate that Company will abide by all statutory and regulatory requirements while carrying out the work		
IX	Attached (Annexure-1 to 8) duly signed by the contractor	1	
X	Communication details:  (a) Official E-mail address of at least 2 concerned person (b) Name and telephone and mobile nos.	Essential	

Note: Non fulfillment of any/all of the above requirements (Essential) can entai disqualification of the bidder.

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

### **DECLARATION**

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Managing Director IFCI Infrastructure Development Limited IFCI Tower, 61 Nehru Place New Delhi -110 019

Ref: 1) NIT/Tender Specification No	
Dear Sir,	

- 1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
- 2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
- 3. We have apprised ourselves fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences of nonperformance or deficiencies in the services on our part.
- 4. We have no objection, if enquiries are made about the work listed by us.
- 5. We have not been blacklisted by IIDL or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or have any criminal case against them, our bid shall not be considered. At any later point in time, if this information is found to be false, IIDLmay terminate the assigned contract immediately.
- 6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
- 7. We agree that the decision of IIDL in selection of Bidders will be final and binding to us.

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

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

**Annexure-10** 

### **FINANCIAL BID**

# (TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM) (TO BE PLACED IN SEPARATE SEALED ENVELOP)

S.No	Particulars	Security	Head	Gunmen	Driver	OSP	IT	Other
		Guard	Guard				Personnel	Staff
1.	Minimum							
	Wages							
2.	Allowance							
3.	Total							
4.	Provident							
	Fund							
5.	ESI							
6.	Bonus							
7.	Sub Total							
8.	Weekly							
	off(1/6 <sup>th</sup> )							
9.	Sub Total for							
	8 hours							
10.	Service							
	Charges							
11.	Total							