

Bid Number: GEM/2023/B/3916163
Dated: 05-09-2023

Request for Proposal (RFP) For
Selection of Agency /Vendor for providing Outsources Service personnel,
Housekeeping Services & Security Guards

Mode of Tender - e-Tender on GEM Portal
To be submitted before 5:00 PM on 19/09/2023

Addressed To

Managing Director

IIDL Suites, District Centre, Plot No 4A, Sadbhawana
Marg, Phase-1, Mayur Vihar, New Delhi 110091

Disclaimer

This RFP is neither an agreement nor an offer and is only an invitation by IIDL to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder with information to assist the formulation of their proposals.

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

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

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Introduction

IFCI Infrastructure Development Limited (IIDL) was set up by IFCI Limited (IFCI) as its wholly owned subsidiary in the year 2007 to venture into the real estate and infrastructure sector as an institutional player.

IIDL has owned and running a Serviced Apartments known as "IIDL Suites". The project has 9 storey and 92 luxurious Serviced Apartments comprising studios, one bedroom & two bedroom suites. It offers an ideal living environment that will impress even the most tech-savvy guests thus making it one of the most sought-luxury apartments.

IIDL has a Financial City project spread over an area of 50 acres near Bengaluru International Airport, Karnataka for development. IIDL has developed the said project and sub-leased the plots to Banks/Institutions for development.

Invitation for Tender Offers

IIDL invites e-tender offers (Technical bid and financial bid) in two bid system, from eligible, reputed agencies having sufficient experience in providing Outsourced Service Personnel (Manpower - OSPs, Housekeeping staff, Security, Technicians, Chefs, Room Attendants, Stewards & Lift Operations) at its hospitality unit IIDL Suites, District Centre, Plot No 4A, Sadbhawana Marg, Phase-1, Mayur Vihar, New Delhi 110091 and locations at Bangalore, Ghaziabad, Kolkata and Puducherry.

The Commercial Offer shall be on the basis of the percentage of Cost to Company (CTC) with regard to total service charges of the agency inclusive of taxes (financial bid criteria). The service charges so quoted shall remain unchanged during the entire contract period.

The contract will be for two years (subject to satisfactory of services) which shall be extendable by another one year on mutually agreed terms.

However, IIDL has the right to review the contract at regular intervals, at its discretion, and based on the review, IIDL shall have the right to reduce the term, suspend or cancel the contract at its sole and absolute discretion, without assigning any reasons thereof. IIDL may also call for fresh financial bid, from the technically qualified bidders, any time after one year, if deemed necessary. IIDL reserves the right to alter the scope of work/ number of persons hired through them at any stage with suitable adjustment in monthly charges.

After passage of the new Code i.e. after appropriate notification is issued by the Govt. in this regard, IIDL 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.

Key Events & Dates

Tender Notice No	IIDL/ ADMN/E-Tender/2023-24/04
Tender Name	Selection of Agency /Vendor for providing OSP, Housekeeping Services & Security Guards.
Bid Security / EMD (In form of Pay order/DD)	Rs.1,00,000/- (Rupees One Lakhs Only)
Date of Issue	05/09/2023
Date of Pre-Bid Meeting	13/09/2023, 03:00 PM
Site Inspection	Between 10 AM to 5 PM with prior appointment.
Last date for seeking clarifications, if any	18/09/2023, 05.00 PM
Last date & time of submission of Bid (Technical & Commercial)	19/09/2023, 05:00 PM
Date & time of opening of Technical Bids	20/09/2023, 02:00 PM
Date & time of opening of Commercial Bids	Will be informed to the eligible bidders after evaluation of technical bids.
Address of Communication and Pre-Bid Meeting	IIDL Suites District Centre, Plot No 4A, Sadbhawana Marg, Phase-1, Mayur Vihar, New Delhi 110091
Name of the contact person for any clarification	Shri Mohit Bhatnagar Mob-9990725794
e-mail Address	Please quote the RFP No in the Subject Line of the e-mail admin@iidlindia.in/mohit.bhatnagar@iidlindia.com
Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 60 (sixty) days from latest due date of offer submission (incl. extension, if any)

Note:

- (i) IIDL reserves the right to cancel the Tender process at any stage during the Tender Process;
- (ii) Bidder(s) having valid MSME certificate are exempted from providing Bid Security/ EMD.
- (iii) MSME Bidders shall be given relaxation in turnover (20% relaxation) and prior experience criteria (relaxation of up to 1 year) during the tender process, subject to meeting of quality and technical specifications.

Instructions to Bidder(s)

- 1. Bidder(s) shall submit their bid (comprising of "Technical" and "Financial" bid), online at GEM Portal.**
- 2. Online submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner: -
 - a) Technical Bid: Scanned Copies to be uploaded (.pdf):**

The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification of bidder(s). 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. Bidder(s) must read the tender document very carefully before signing on it.
 - b) Financial Bid: (.xls):** Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid.
- 3. Submission of more than one bid is not allowed and shall result in disqualification of the bidder.**
- 4. Bid submitted by the Bidder(s) shall remain valid for acceptance for a minimum period of Sixty (60) days from the last date of submission of bid (Technical and Financial), including extensions, if any. IIDL reserves the right to reject any or all the bids without assigning any reasons thereof.**
- 5. Bidder(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.**
- 6. The Standard Terms and Conditions of this RFP also form part of the Limited e-Tender specifications. The information furnished shall be complete by itself. Bidder(s) are required to furnish all the details and other documents as required.**
- 7. Bidder(s) are advised to study all the tender documents carefully. Any conditional bid received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder(s).**
- 8. Any submission of bid shall be deemed to have been done after careful study and examination of this RFP document and with the full understanding of the implications thereof.**
- 9. In case of any doubt about the meaning of any portion of this RFP or any discrepancies or omission(s) in the scope of work or any other portion of this RFP or any incomplete portion or requires clarification on any aspect, scope of work etc.**

10. Bidder(s) request for clarification shall be with reference to Sections and Clause numbers given in this RFP document.
11. The specifications and terms and conditions shall be deemed to have been accepted by the Bidder(s) in their offer.
12. Non-compliance with any of the requirements and instructions of this RFP document may result in the rejection of the tender.
13. This document has not been filed, registered, or approved in any Court of Competent jurisdiction. Recipient of this document should inform themselves of and observe any applicable legal requirements.
14. This document constitutes no form of commitment on the part of the IIDL. Furthermore, this document confers neither the right nor an expectation on any party to participate in the tendering process.
15. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IIDL.

ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION OF THE BIDDER(S)

Bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation:

Sl. No.	Eligibility Criteria	Document Required to be submitted along with the Technical Bid
1	The bidder should be an Indian Firm/Company/Organization registered under Companies Act, 1956 or proprietary Firm or a Firm registered under Partnership Act, 1932 since last 3 year or registration under Delhi Shops & Establishment Act,1954 (for proprietorship firms). The bidder must have Office in Delhi/NCR.	Certificate of Incorporation and Registration Certificates showing type of Firm/ Company/ Organization issued by Registrar of Companies. Attested copy of proof in this regard to be attached.
2	The Bidder must have following valid Certificates: <ul style="list-style-type: none">• Permanent Account Number• GST Registration	Attested Copy of PAN & GSTIN
3	The Bidder should have an average annual turnover of at least Rs.5 crore during each of three consecutive financial years starting from 2019-20 ;	Self-attested copies of Audited Financial Statements/ Chartered Accountants Certificate; and the
4	The Manpower Agency must have exposure of providing manpower services Viz OSP; House-keeping; Security Guards; Technicians, chefs, clerical and non-clerical staff (armed/ unarmed) to Govt./ semi Govt/ Public Sector Undertakings/ Financial Institutions/ Banks, Private Corporates, on regular/ monthly basis during the past three financial year from 2019-20, 2020-21 & 2021-22.	Self-attested documents to be submitted.
5	The Manpower Agency should have on roll minimum 400 manpower staffing, comprising of at least: 50 – OSPs/ Housekeeping staff. 100 – Ex- Service Man 250- Security Guards During past 3 financial years.	Self-attested EPFO Challans of last 6 months to be submitted.
6	The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments / amendments/modifications: The payment of wages Act 1936 The Employees Provident Fund Act 1952 The contract Labour Regulation Act,1970	

Sl. No.	Eligibility Criteria	Document Required to be submitted along with the Technical Bid
	The payment of Bonus Act 1965 The payment of Gratuity Act, 1972 The Employees state insurance Act, 1948 The Employment of children Act, 1938 Minimum wages Act, 1948 Any other Act /Rules/ Regulations	
7	The contractor shall having valid License of minimum 150 manpower under the Contract Labour (Regulations ad Abolition Act, 1970) should be submitted.	Current Valid copy of Registration certificate obtained from Labour Commissioner Office. Current Valid copy of registration certificate from ESI and EPFO.
8	The bidder should not be blacklisted or banned for business by any Public Sector undertaking / Govt. Department/ MNC/ Private Limited Companies in India or abroad	The Bidder should submit an Undertaking/ Declaration signed by authorized signatory of the bidder on their Letter Head. Thebidder should also submit latest satisfactoryservice certificate from the organization where the manpower has been deployed including any manpower supplied to IIDL.
9	Integrity Pact – To be executed on plain paper	To be provided as per format provided in Annexure 9 . Integrity Pact should be signed by Authorized Signatory of the bidder.
10	Mandatory requirement of formally certified skilled workforce	The bidder shall provide formally certified skilled workforce or give commitment to the effect that they would ensure that all the workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at its own cost. Undertaking to be given in this behalf.
11	Agency having valid Contractor Electrical License for Delhi NCR.	Self-attested document to be submitted.
12	Valid Police Clearance Certificate (PCC) of the Director/Proprietor/Partner not older than 06 months.	Self-attested copy to be submitted.
13	Valid Memorandum of Understanding for Security Guards Trainings.	Self-attested copy to be submitted.
14	Bank Solvency Certificate minimum Rs. 2.50 Cr, not older than 06 months.	Self-attested copy to be submitted in favor of the "Managing Director" along with the tender document.
15	Work Experience Certificate	Work experience means deployment of employees minimum 04 category of mentioned in name of work (i) One not less than 80% of the estimated cost.

		(ii) Two not less than 60% of the estimated cost. (iii) Three not less than 40% of the estimated cost.
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IMPORTANT NOTE:

IIDL reserves the right to examine the details furnished by the Bidder(s). The Financial Bids of only those Bidder(s), who qualify eligibility criteria and fulfilling terms and conditions specified in technical bid will be opened. IIDL reserves the right to reject the Tender without assigning any reason thereof.

Scope of Work

I. Scope of work - Outsourced Service Personnel (OSP)

(a) The category of Outsourced Service Personnel (OSP) –

1. IIDL shall require Outsourced persons for various assignments such as clerical work, cooks, housekeeping staff, drivers, peons etc. in highly skilled, skilled, semi-skilled and unskilled categories from time to time as per the details given in Annexure 14.
2. The OSP should be above 18 years of age and at least 3 years of relevant experience
3. The rates of wages to OSP shall be fixed by the Manpower Agency in consultation with IIDL after taking into consideration the rates of minimum wages of Central Govt., as applicable to IIDL.
4. Duty hours of these OSP (other than Drivers) would be minimum 9 hrs in a day from Monday to Saturday basis. It is responsibility of the "Vendor/ Manpower Agency" to ensure that the terms of employment of OSPs are in conformity with relevant statutory provisions.
5. OSP so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
6. In case, the person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made. Further, in case of such absence, the vendor shall also provide adequate alternative OSP wherever and whenever required by IIDL.
7. The personnel so deployed shall have to report for duty at the office locations or a new office location, in case there is change of office. No extra liability on this account will be borne by IIDL.
8. The OSP deployed for IIDL should have adequate knowledge & experience of jobs / responsibilities for which the service is availed and will work strictly under the direction and administrative control of the Manpower Agency's Manager / Supervisor. However, the Manpower Agency's supervisory staff will have to execute the work through their staff according to the requirement, need and/or instructions of the designated officers of IIDL of its subsidiaries. One OSP should be nominated as Supervisor by the Manpower Agency.
9. The driver shall have a valid commercial driving license and the agency shall certify his conduct as driver.
10. The cook/chef's should have sufficient experience of cooking and maintaining the hotel property.
11. It is expressly understood that the OSPs as mentioned, to be provided by the Manpower Agency and deployed for IIDL **will be the employee of the Manpower Agency** and will, in no way, be deemed as working under employment of IIDL and **there shall not exist any employer-employee relationship or any legal relationship, whatsoever between IIDL and these workers.**

12. There shall be no vicarious liability of IIDL Ltd. The Manpower Agency or worker/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 or any new amendment whatsoever.
13. The Manpower Agency 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. Documentary evidence in support of all the above shall be submitted to IIDL on demand. The Manpower Agency shall be solely liable for any dispute that might arise in any matter in the future on account of violation/non-compliance of Labour Laws/regulations and IIDL will have no responsibility, whatsoever.
14. The Workforce deployed by the contractor/s shall be adequately covered **under Term Insurance Plan as well as Personal Accident Insurance Plan for minimum Rs. 1,00,000/-** at the cost of contractor, 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 Policies duly incorporating name of the personnel deployed by the Contractor at IIDL Site.
15. The Manpower Agency has to ensure proper background check and Police verification of all the OSPs allocated at any of the locations/office of IIDL and the same has to be confirmed to IIDL before deployment of such OSPs.
16. IIDL would not be responsible for any lapse on the part of the Manpower Agency in enforcing the 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 Dispute Act, 1947 and (Central) Rules 1957, Employees' State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Bonus etc. It will be the Manpower Agency's responsibility to abide by all Statutory Laws/ Regulations applicable to the contract labour engaged by him on the contract work. They will indemnify IIDL as a result of any loss incurred by IIDL in this regard.
- 17. No residential accommodation/conveyance or any meals (at the discretion of the management on deduction basis) otherwise will be provided by IIDL to the security personals deputed at IIDL Suites or its sites.**
18. The e-tenderer shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
19. The Contractor shall provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at the cost of contractor.
20. The Manpower Agency will also furnish every month a certificate to the effect that all statutory obligations/requirements have been complied with in regard to Payment of Wages, Minimum Wages, and Contribution paid to PF/ESI/Gratuity/Bonus etc. to Manpower Agency's staff and employees. IIDL will not assume any responsibility thereto.
21. The e-tenderer will be directly responsible for payment of wages to his workmen within the period specified in relevant statute. A pay roll sheet given all the payments given to the workers and duly signed by the e-tenderer's representative should be furnished to IIDL site for record purpose, if so called for.

II. Scope of work - House Keeping Services

A. Deployment of Manpower: Details given in Annexure 14.

1. List of Activities Covered Under Contract

S. No.	Description
(a) Maintenance Activities	
(i)	Complete, carefully cleaning of all rooms/suites, office areas and common areas partitions, rooms, banquet lobby area, toilets, reception, entrance etc. Vacuuming/brushing/shampooing of carpeted areas. Room-freshening / Deodorizing as and when required.
(ii)	Horticulture work in IIDL Suites Premises at Mayur Vihar, New Delhi.
(iii)	Collection and removal of all waste including paper, food and garbage from IIDL Suites. Disposal of Final waste/ garbage on regular basis.
(iv)	Dusting/ cleaning of all furniture, wet & drying/ mopping, sponging from inside/outside with good cleansing agent.
(v)	Cleaning of light fittings/tube lights and such other fittings/ false ceiling etc. including electronic items using special cleansing agents on need basis.

1. The Manpower Agency shall deploy manpower as stipulated above at IIDL Sites having adequate experience in their respective areas. Exact working hours will be fixed in consultation with officer-in-charge of IIDL.
2. The Manpower Agency will provide all-inclusive comprehensive House-keeping services to IIDL. The stipulated manpower shall be deputed for six days a week except Caretaker cum Site In-charge. Caretaker cum Site In-charge will be required for 365 days an year including Sundays, Festivals, National/Gazetted Holidays.
3. The deployed manpower's shall be well-trained with professional knowledge in housekeeping, room maintenance, chemical knowledge, pest control services, gardening, horticulture etc. The housekeeping workforce should be well mannered, well-dressed and proficient in the various types of housekeeping activities.
4. 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 IIDL at the time of commencement of the contract or in case of change/replacement of any person (s) during the period of the contract. Any subsequent changes in the deployment of personnel shall be notified in advance. IIDL may ask the Manpower Agency to furnish the details of deputed staff at any time during period of the contract within 3 working days.
5. The above manpower may be used for watch & wards of the property, equipment or otherwise, as per needs of IIDL. The services of the personnel deployed at site, shall be made available round the clock including Sundays and holidays without any extra payment.
6. IIDL will not be responsible for any overtime (OT) or extra payments to the personnel deployed by the Manpower Agency for any reason whatsoever. The above services are required on monthly job basis. Providing relievers or payment/OT in lieu of weekly off or Gazetted Holidays or leave to personnel deployed at IIDL Site will be the responsibility

of the Manpower Agency. The Manpower Agency shall abide by all the prevailing Statutory Laws/compliances during contractual period with IIDL.

7. The Manpower Agency will also furnish every month a certificate to the effect that all statutory obligations/requirements have been complied with in regard to payment of Wages, Minimum Wages and any amendment thereto and Contribution paid to PF/ESI/Gratuity/Bonus etc. to Manpower Agency's staff and employees. IIDL will not assume any responsibility thereto.
8. The Workforce deployed by the contractor/s shall 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 Policies duly incorporating name of the personnel deployed by the Contractor at IIDL Site.
9. IIDL reserves the right to replace/change staff deployed by the Manpower Agency, if the services of the staff are not found satisfactory and also reserves the right to modify requirement of personnel on need basis. In case, the proposed manpower deployed by the Manpower Agency is increased or decreased by IIDL, monthly payment shall be made on the basis of actual deployment of manpower at site as per applicable rates. IIDL further reserves the right to change/alter place of duty of the house-keeping staffs and when required.
10. Registers and Forms: Necessary records of the attendance will be maintained and the same has to be enclosed with the monthly bills. Further, The Manpower Agency shall be responsible to maintain the registers/forms as required under the prevalent Labour laws in force from time to time. The Manpower Agency shall maintain the registers/ record neatly, completely and legibly for inspection by various statutory authorities and the company officials.
11. After completion of the said contract period, it will be the responsibility of the Manpower Agency to depute his representative until successful handing over of the Charge or to explain about the duties/responsibilities of IIDL Site (s) to the next selected Manpower Agency / agency.

SCOPE OF WORK-HOUSE-KEEPING SERVICES at District Centre, Plot No 4A, Sadbhawana Marg, Phase-1, Mayur Vihar, New Delhi 110091

It is advised that the Contractor may visit and inspect the sites and ascertain the 'Scope of Work' and no claim whatsoever shall be entertained on any account in future.

2. The Contractor will provide all-inclusive comprehensive House-keeping services to IIDL, seven days a week, 365 days a year including Sundays, Festivals, National/Gazetted Holidays. The Contractor shall deploy manpower as stipulated in tender document (excluding relievers) at IIDL, well trained and having a minimum experience of 3 years in their respective areas and to the satisfaction of IIDL at the site in appropriate shift duties. They should have worked in reputed sites. All the routine, preventive maintenance, are included in the 'Scope of Work'. All spares/ consumables etc. must be of standard make. Housekeeping Manager/Supervisors should be minimum 12th pass/preferably Graduate with minimum 4 years' experience in similar capacity in a high-rise building/modern storied building. The Manager/Supervisors shall be responsible for liaising, day-to-day cleaning/maintenance and other related activities at

site. They shall take rounds regularly and inspect the entire area and if any shortcoming observed, it should be rectified immediately. They shall be fully responsible for work done by them to the entire satisfaction of IIDL.

3. The deployed manpower shall be well-trained and well-conversant with professional knowledge in housekeeping, stone polishing/maintenance, pest control services, Gardening, Horticulture etc. The housekeeping workforce should be well mannered, well-dressed and proficient in the various types of housekeeping activities, viz., cleaning of glass cabins, partitions, tables, carpets, wooden floors, stone polishing, washroom cleaning, etc. Female House-keepers have to be provided for attending lady washrooms. They should be aware of delicacies involved in maintenance of the premises and hygienic conditions. The Contractor shall abide by all the Statutory Laws while deputing personnel in IIDL premises.

4. 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 IIDL at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. Any subsequent changes in the deployment of personnel shall be notified in advance. IIDL may ask to furnish the details of personnel deployed by the Contractor at any time during the period of contract.

5. Duty allocation and roaster control shall be the Contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of IIDL. IIDL reserves the right to advise replacement/change in the manpower deployed by the Contractor, if his service is not found satisfactory.

6. The above manpower may be used for shifting of files, equipment or otherwise, as per needs of IIDL. The services of the personnel deployed at site, shall be made available round the clock including Sundays and holidays without any extra payment.

7. **AREAS COVERED UNDER MAINTENANCE:**

S. No.	IIDL Suites	Area Sq. Ft.
(i)	Area of the property	4014 sq.mtr
(ii)	No. of Room Keys	92

RESIDENCE FEATURES

- Fully furnished serviced residences with integrated living, dining and kitchen.
- Bathroom with Ultra-Modern Amenities.
- Health Club and Fitness Center
- Spa & Salon * (Unisex)
- Steam and Sauna / Jacuzzi
- Snooker & Football Table
- Kids Playroom
- Swimming Pool
- Fully equipped business center with meeting facilities
- 24-hour reception, concierge, and security services
- Daily housekeeping services.

- 24-hour security and TV surveillance
- Underground car park
- Conference halls.
- Meeting Rooms.
- Restaurant/Coffeeshop.

(i)	Toilets/Wash rooms	
(ii)	Equipment Rooms	
iii)	Laminated and glass partitions of interiors	
(iv)	Gypsum False Ceiling	
(v)	Lobby Area	
(vi)	Cafeteria	
(vii)	Board Rooms	
(viii)	Conference & Training Room	
(ix)	Banquets Halls and other facilities.	
(b)	Car Parking having 3 floors.	
(i)	Entire 3 level Car Parking (Ground, -1, -2 & -3). Daily should be dusted, washed/clean. Washing of tiles and flooring at least once in a week. Removal of cobwebs as a routine exercise daily. Cleaning of all electrical fittings once in a week and on need base. Dust control on morning-evening basis	

(c)	IIDL Suites Surroundings:	Entire Surroundings
(i)	Daily cleaning of entire surroundings area of IIDL, Entry/Exit area, Gardens, staircase, passage etc. should be cleaned to remain sparkingly. Washing of flooring etc. at least once in a week.	
(d)	Gardening & Horticulture Maintenance: Garden area & Surroundings	Entire Area
(i)	Proper upkeep & maintenance of entire Horticulture work at all floors of IIDL suites, Car Parking area. Daily cleaning of gardens etc.	
(e)	Property Areas:	
(i)	The entire premises including cleaning of toilets, swimming pool, lobby, passage all 92 rooms, office area, lobby areas, lift areas, stair cases, toilets, reception/entrance area etc. (i.e. entire IIDL suites) will have to be kept sparkling clean at all the time and at any call from IIDL concerned officials. on hourly basis and on call basis.	
(ii)	General cleaning of rooms and hall including partitions, lobby area, lift area, toilets, reception, entrance etc. All areas should be sparkling clean and dry at all the times on hourly basis and on call basis.	
(iii)	Removal of waste paper and garbage (final waste/ garbage will have to be disposed off according to the instructions/ on hourly basis and on call basis.	
(iv)	Vacuuming/ brushing of all carpeted area on all the floors. <u>Frequency:</u> Vacuuming/ brushing of all carpeted areas daily before/ after office hours. Shampoo/ dry-cleaning treatment to be given on need basis and atleast once in a month.	

(v)	Dusting/ cleaning of all furniture, wet & drying/ mopping with cleansing agent. The cleaning agents to be used are such which are presently in use in five star hotels and exclusive posh offices & multinational companies, as specified. <u>Frequency:</u> Window and door sponging from inside/ outside with proper cleaning of frames/ pictures on walls, cleaning of blinds, minimum once a week.
(vi)	<u>Room-fresheners:</u> To be sprayed on daily basis inside the property on daily basis or as per the requirement & instructions.

(vii)	Cleaning & dusting of computer/ terminals/ telephone/ telex machines/ photocopying machines and all sophisticated electronic equipment.
(VIII)	Providing towels and other utilities in all rooms/apartments Towels to be changed/ replaced daily in the morning or as per the instructions.
(ix)	Cleaning/dusting of planter's paintings/ posters etc.
(x)	Thorough cleaning/ washing of entire floor area from basement to terrace/ roof tops using special chemicals for granite/ marble/ other flooring and absolute drying/ mopping thereafter.
(xi)	Cleaning of light fittings/ fans/ tube lights and such other fittings/ false ceiling etc. including electronic items using special cleansing agents.
(xii)	Thorough vacuum cleaning of chairs/ sofas/ filing cabinets/ cupboards etc.
(xiii)	Removal of cobwebs.
(xiv)	Glass/ windows/ doors sponging.
(xv)	Shampooing/ Dry-cleaning of carpets, sofas, chairs, blinds, etc. <u>Frequency:</u> As per requirements. At least twice in a month.
(xvi)	Wax polishing of all floor area
(xvii)	Services of plumber for repair/maintenance of sanitary and plumbing works of toilets. Daily, complaints/repairs/maintenance to be attended without any delay.
(xviii)	All common area should be dusted and mopped at frequent intervals to remain sparklingly clean.
(xix)	Cleansing agents such as cleanzo, phenyl or other non-acidic, non-corrosive agents with pleasant fragrance to be used or provided by IIDL.
(xx)	Sanitization and fumigation in entire IIDL Suites & all Parking Areas. <u>Frequency:</u> As per requirements. As per the instructions.
(xxi)	Cleaning of water tanks installed in terrace and cleaning of sump pit (02nos.) installed in basement of IIDL and sump pit (04 nos.) in IIDL Car Parking Areas. At least once in a three month.
(xxii)	Cleaning of sewerage line: At least once in a fortnight or as per instructions.

8. Precaution to be taken as under

(i)	The floors to be washed by floor scrubbing machines and to be polished appropriate. The floors with ceramic tiles/ granite or marble to be polished in such a way that risk of people slipping over polished surfaces, is eliminated. Liquid/ wax polish usage shall not be permitted.
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(ii)	No acidic cleansing agents on marble/ granite/ ceramic tiles/ synthetic tiled surfaceto be used to avoid discoloration or permanent bleaching or pitting.
(iii)	<ul style="list-style-type: none"> - No wire brushed or coarse-grained grinding bits to be used to avoid permanentscratches appearing on the floor surfaces. - For cleaning/ maintenance of glass and laminated surfaces, suitable cleansingagents to be used. No coarse or synthetic non-absorbent cloth to be used. - All surfaces and structures made from natural wood with soft cloth and a thin layer of silicon polish to be applied to preserve the natural lustre. - Both the canteens & toilets disinfecting treatment to be daily done before office hours. - Carpet and upholstery to be shampooed by using Johnson Diversey chemical. - Wherever possible Aluminium ladder, Telescopic ladder to be used for cleaning of glass panes from inside and outside up to 3rd floor (to be arranged by Contractor at his risk and cost). - Single disk machines and polishing machines, automatic scrubber-driers, cleaningagents, vacuum sweepers, carpet cleaning machines, steam vacuum/ wet and dry vacuum cleaners to be sued whenever required at Contractor's risks. - The housekeeping staff have to be in a smart uniform supported by identity cards and name badges during duty hours.

9. **Area under stone polishing and maintenance**

(i)	Maintenance & Polishing of Marble flooring at each Floors
(ii)	Maintenance & polishing of marble of lift lobby floors at Ground floor to 9 th floor (Maintenance: Daily) (PolishingOnce in fifteen days)

10. **Pest Control Services**

S.No.	Location	Type	Frequency
(i)	Car Parking, Ground Floor Lobby, all floors,Wash Rooms, Staircase, Basements, Lower & Upper Basements etc.	Spray and fumigation (Anti- Mosquitoes and other insects etc.)	Daily in the evening or as per the instructions.
(ii)	Rodent/Rat treatment at Parking area.	Rat treatment	Once in a week to be placed with service cards as arecord in plastic trays/plates.
(iii)	Drainage treatment in basements and ground floor	Spray (cockroaches & other insects etc.)	Daily
(iv)	Car Parking	Termite	On requirement basis.
(vi)	Entire property.	Sanitization and Fumigation	On requirement basis or as per the instructions.

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

Contractor should physically inspect the entire systems which are to be covered under contract and also to make an assessment before quoting their rates.

11. Most of the activities viz., stone polishing/maintenance & pest control shall be carried at night and during day time to complete the work as per schedule in consultation with IIDL official. Pest control services includes all necessary chemicals for prevention of mosquitos, cockroaches, bugs, bed-bugs insects, rats etc. The Contractor should ensure safety of occupants and use only chemicals permitted by the Govt. and also ensure that no damage is done to any equipment/asset of IIDL.

12. The consumable material for housekeeping shall be provided by IIDL on regular basis in advance on weekly/monthly basis or as deemed fit and inventory of consumption shall be maintained by the staff of vendor and the same shall be checked by IIDL from time to time.

13. The Contractor shall also provide security guards for such places which are not covered herein but may be owned or taken on lease/purchase by IIDL in future during the tenure of the Contract. However, for such places which are not covered herein, the Contractor shall be eligible to claim re-imbursement of the expenses made by him towards providing his services by producing original bills/invoices before IIDL on quarterly basis.

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

- a) The Schedule of preventive maintenance of all equipment will be prepared in advance, in consultation with officer-in-charge of IIDL. Necessary records of the services\work carried out will be maintained and the same has to be countersigned by the officer-in-charge of IIDL whenever asked by IIDL.
- b) The Contractor shall be responsible to maintain the registers/forms as required under the prevalent Labour laws in force from time to time. The Contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

15. After completion of the said contract period/extension, it will be the responsibility of the Contractor to keep his existing operational team along-with representative of the firm/Co. at site till handover of the charge and to explain about the duties/responsibilities of IIDL Site (s) to the new Contractor/agency to the satisfaction of IIDL, else IIDL shall be at liberty to take appropriate action.

16. The Contractor is responsible for upkeep & development of horticulture in IIDL suites, Garden/areas, etc.as per requirement.

A. Scope of work – Security Guards at IIDL Suites, District Centre, Plot No 4A, Sadbhawana Marg, Phase-1, Mayur Vihar, New Delhi.

Deployment of Manpower: The appointed Manpower Agency will have to deploy manpower at following locations.

S. No	Property	Address	Personnel	No. of Personnel
I	IIDL Suites	Plot No. 4A, Mayur Vihar, New Delhi	Security Guards, Drivers, IT Personnel, and other Hospitality related staff.	68
II	Harbans Nagar, Ghaziabad	No. 36, Harbans Nagar Village, Gokhna, Delhi - Meerut Road, Ghaziabad	Security Guard	2
III	Ramprastha, Ghaziabad	C-31 to C-34, Near DAV Public School Ramprastha, Ghaziabad	Security Guard	01
IV	Kolkata	44/5A, Mateshwartala Road, Opp- Mirania Lake, Kolkata	Security Guard	03
V	Puducherry	DSQ Industries, Pangoorveli, Ariyur revenue village, Villanur.	Security Guard	02
VI	Bangalore	Financial City, Devanahalli, Bangalore.	Security Guard Gunman Security Supervisor	06 01 01

17. Adequate number of personnel as per tender document shall be deployed by the Manpower Agency in suitable shift duties. Exact working hours will be fixed in consultation with Officer-in-Charge of IIDL. The Manpower Agency shall abide by all the Statutory Laws while deputing personnel in IIDL premises.

The personnel deployed by the Manpower Agency should be duly qualified and trained having requisite experience of Security & Lift Operations and Fitness Centre to the satisfaction of IIDL. The following minimum criteria are to be adhered to for deployment of Security, Lift Operation & Gym Trainer personnel for carrying out the duties/works as per requirement:

Security Services

a) Security Supervisor with following requirements

- (i) Security Supervisor should be minimum 10th class pass.
- (ii) Must be able bodied, medically fit, Police verified as fit & certificates of the same to be produced at the time of first reporting.
- (iii) Should be within the age group of 25-45 years with good built free from all illnesses.
- (iv) Must have minimum experience of 02 years' as Security Supervisor or 05 years' Experience as Security Guard in high rise buildings/similar facilities.
- (v) Should have sufficient knowledge of operating and controlling electronic security gadgets e.g. computer, CCTV, baggage x-ray scanner, handling and use of wireless communications devices etc.
- (vi) Should have knowledge in Access Control, bio metric system and anti-sabotage check.
- (vii) Should have basic knowledge in fire-fighting and operation of fire extinguishers.

b) Security Guard with following requirements

- i) Security Guard should be minimum 10th Class Pass.
- ii) Should be within the age group of 21-45 years with good built and medically fit.
- iii) Should have undergone one month Basic Security Guard Training Program Level-I from a recognized training institute/ trainer.

Contract for providing manpower for OSPs / Housekeeping and Security Services

- iv) Should have elementary knowledge of different type of in-built fire-fighting equipment in high-rise building.
- v) Should have ability to identify a person through photo I-card, E-card, etc., with emphasis on the possibility and security risk of their misuse.
- vi) Should have sufficient knowledge of operating and controlling electronic security gadgets e.g. basic of PC, CCTV, baggage x-ray scanner, handling and use of wireless communications devices etc.
- vii) Should have knowledge in Access Control, bio metric system and anti-sabotage check.
- viii) Elementary knowledge/orientation about bio-metric access system.
- ix) As a first responder he should have basic idea of how to react in emergency like fire, earth quake, terrorist attack, sabotage etc. and his coordinative role.
- x) Should have the ability for identification of a suspect, through body language.

1. The above services, are required on 24 hours basis for 365 days in a year including Sundays, Festivals, National Holidays/ Holidays. The above services are required on monthly job basis. The Manpower Agency shall deploy adequate number of personnel as stipulated in the tender document (plus relievers) in suitable shift duties. Exact working hours will be fixed in consultation with the concerned Officer-in-Charge of IIDL. IIDL reserves the right to modify

The requirement of personnel on need basis from time to time. The monthly payment shall be made based on actual deployment of manpower at site.

2. 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 IIDL at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. Any subsequent changes in the deployment of personnel shall be notified in advance. IIDL may ask to furnish the details of personnel deployed by the Manpower Agency at any time during the period of contract.

- The agency shall provide round the clock security service on job contract basis at all offices of IIDL Ltd. across India.
- The rates of wages to Security Guards shall be fixed by the Manpower Agency in consultation with IIDL after taking into consideration the rates of minimum wages of various States Govt. as applicable in Delhi, Puducherry, Kolkata, Bangalore and Ghaziabad skill and experience of Security Guards.

- The Security Guards deployed in IIDL should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction and administrative control of the Manpower Agency's Manager/ Supervisor. However, the Manpower Agency's supervisory staff will have to execute the work through their staff according to the requirement, need and/or instructions of the designated officers of IIDL.
- The Manpower Agency will also furnish every month a certificate to the effect that all statutory obligations/requirements have been complied with in regard to Payment of Wages, Minimum Wages and any amendment thereto and Contribution paid to PF/ESI/Gratuity/Bonus etc. to Manpower Agency's staff and employees. IIDL will not assume any responsibility thereto.
- The Workforce deployed by the contractor/s shall 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 Policies duly incorporating name of the personnel deployed by the Contractor at IIDL Site.
- No residential accommodation/conveyance or meals otherwise will be provided by IIDL to the employees of the Manpower Agency.
- The bidder shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- The bidder will be directly responsible for payment of wages to his workmen within the period specified in relevant statute. A pay roll sheet given all the payments given to the workers and duly signed by the e-tenderer's representative should be furnished to IIDL sites for record purpose, if so called for.

Bid Submission and Evaluation Guidelines

RFP document submission is required to be done as under:

Tender documents (Technical & Financial Bid) should be submitted online on GEM Portal <https://gem.gov.in/>

Bidder(s) who wish to participate in this tender must be registered as seller at <https://gem.gov.in/>

Bidder(s) shall submit their offer online in an electronic format both for "Technical" and "Financial bid".

- a. Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s).
- b. On-line submission of bids: Online bids will have to be submitted within the time specified on website <https://gem.gov.in/>

Bid Security / Earnest Money Deposit (EMD)

Bids received without EMD is liable to be rejected. Bidder(s) should pay specified amount towards Earnest Money deposit as follows:

- Rs.1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft/NEFT drawn on any Nationalized /Schedule bank **in favour of "IFCI INFRASTRUCTURE DEVELOPMENT Ltd." payable at NewDelhi;**
- EMD may be deposited in IIDL's bank account as per details given in **Annexure-13;** and EMD will not carry any interest.

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.

The Earnest Money Deposit submitted by the bidder(s) may be forfeited if,

- Successful bidder fails to accept the terms and conditions mentioned in the Agreement within specified time as per intimation/request of IIDL;
- Successful Bidder withdraws their tender or backs out after acceptance;
- Bidder(s) withdraws their tender before the expiry of validity period stipulated in the bidding document;
- Bidder(s) violates any of the terms and conditions of the tender;
- Bidder(s) revises any of the items quoted during the validity period;
- Bidder(s) is found to have indulged in fraudulent practices in the bid submission process.

Performance Security / Bank Guarantee

The Successful Bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 3% (Three per cent) of the Contract Value, which shall be valid for Two Years from the date of issue plus a claim period of three months. Also, in the event of extension of contract, BG has to be extended to cover extended contract period plus a claim period of 3 months. BG format attached as **Annexure 8.**

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

Failure 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 IIDL, shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

In the event the selected bidder is unable to provide the services as mentioned in this RFP, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IIDL.

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

Return of Performance Security

The Performance Bank Guarantee/ DD amount may be discharged/ returned by IIDL after the completion of the contract and upon being satisfied for the performance of the obligations of selected bidder under the contract.

In the event the bidder is unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IIDL.

Technical Bid (Eligibility Criteria)

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

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

Financial Bid

The rates as given in the financial bid shall be quoted in figures and the rates must be inclusive of all taxes. The bidder(s) are required to check the prices/amount carefully before uploading the financial bid.

- a. Only one bid would be considered from one firm/company.
- b. The Bidder(s) are also advised to visit the aforementioned websites on regular basis for checking necessary updates. IIDL also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

Prospective bidder(s) will be notified of the amendment which will be final and binding on all the bidder(s) via notification of the GEM Portal and IIDL Website only.

In order to allow prospective bidder(s) reasonable time to take the amendment into account, in preparing their Bid, IIDL at its discretion, may extend the deadline for the submission of Bid.

Further, IIDL reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

Note:

- If the online submission does not include all the information required or is incomplete, the proposal would be liable to be rejected.
- Bid(s) submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and would be liable to be rejected by IIDL.
- The evaluation of the bids will only be based on the documents uploaded online on GEM Portal <https://gem.gov.in/>
- The bid(s) shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable to be rejected.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the Bidder(s) qualifying the eligibility criteria. Bidder(s) who satisfy the technical requirements as determined by IIDL, shall qualify for the FINANCIAL BID evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solution at optimal cost. The purpose of it is only to provide the Bidder(s) an idea of the evaluation process that IIDL may adopt.
- IIDL reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective bidder(s)), without assigning any reason, whatsoever, and without any requirement of

intimating the Bidder(s) of any such change.

- IIDL's decision in respect of evaluation methodology and short listing of bidder(s) will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

Transfer of Bid Document/Award

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

Bid Evaluation Criteria (Determination of L1 vendor) Evaluation of Technical Bids

IIDL will open all bids in the presence of Bidder's representative(s) who choose to attend bid opening meeting at time, date and place/mode specified in Key Events and Dates section. The Bidder's representative(s), attending bid opening meeting, shall sign a register/attendance sheet evidencing their attendance.

IIDL reserves the right to open the bid(s) at the stipulated/notified time & date, even if bidder(s) express their inability to attend the opening of bid(s).

Bidder's representative(s) shall bring an authority letter on the firm's letter head to attend / represent the bidder in the meeting, else the person shall not be allowed to attend the meeting.

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

The Commercial Offer shall be on the basis of Cost to Company (CTC) with regard to the service charges of the agency. The service charges so quoted shall remain unchanged during the entire contract period. The service charges shall be inclusive of GST on the service charges so quoted.

Bidders should quote their rates/prices in Indian Rupees as per schedule of the financial bid which shall be converted into percentage basis, as the facility of providing percentage service charge is not available on GEM Portal. An example is given hereunder:

Say, the total value of tender for two years is Rs. 1,00,00,000/-

The bidder wishes to quote a fee of 1% which will amount to service charge of Rs. 1,00,000/-

The GST @18% to be added which will result in final amount of Rs. 1,18,000/- **[The amount so arrived by following the above methodology shall be quoted in the financial bid, the above example is only for reference purpose]**

If the same is converted into percentage, it will be $118000/10000000 * 100 = 1.18\%$ (inclusive of GST)

While submitting the financial bid, the vendor should take into consideration their costs towards providing uniform, insurance and housekeeping equipment etc. as have been mentioned in this RFP. The vendor needs to quote only service charge inclusive of GST on the total value of the contract for the services to be provided in Rupees only. The financial bid in any other form shall be rejected.

The GEM has fixed the minimum service charges as 3.85% for commission - based services such as Manpower Outsourcing Service, Security Manpower Hiring Services, and Sanitation Services etc. However, bidders are free to bid any service charge more than **3.85%**.

The lowest Service charge amount, after taking into consideration quotes indicated commercial bid format, quoted by any one bidder in the comparative chart will be selected and contract will be awarded. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. If the agency does not accept the correction of the errors, its bid will be rejected and EMD forfeited.

In case same price is quoted by two or more agencies, the selection will be based on the high turnover (for FY 2022, 2021 and 2020) and better experience in terms of placement with PSUs and large corporates.

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

Price Evaluation Criteria

Bidder(s) should quote their rates/prices of service charge in Indian Rupees only which shall be inclusive of all applicable taxes on service charge for entire scope of work as per Price bid format included of this tender document.

Standard Terms and Conditions

1. Completeness of Response

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

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

2. Amendment of Tender Document

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

3. Validity of the Tender

The Bid shall be valid for a maximum period of 60 days from the last date of Opening of Tender. In exceptional circumstances IIDL may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

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

4. Language

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

5. Rectification of Errors

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

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.
3. If Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

6. Modification and Withdrawal of Bids

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

7. Clarification of bids

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

The prospective Bidders requiring any clarification regarding Tender Document may send by email admin@iidlindia.in as per the schedule of dates given in the tender.

8. Confidentiality of the Document

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

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

9. Clarification of Tender Document

The prospective Bidders requiring any clarification regarding Tender Document may send by email admin@iidlindia.in as per the schedule of dates given in the tender.

10. Addressing

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

11. Rejection of Bid

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

- Any effort by a Bidder to influence IIDL in its decisions on bid evaluation, bid comparison or contract award may result in outright rejection of Bidders bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage /time during the Tendering Process.
- Any evidences of cartelization.
- Bids received by IIDL after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.
- Bids submitted without or with improper EMD

11.2. Technical Rejection Criteria

Technical Bid containing commercial details.

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

11.3 Commercial Rejection Criteria

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

12. Right to Accept or Reject the Tenders

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

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

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

12.1 Price Basis

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

13. Merger/ Acquisition of Bidder

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

14. Delays in the Bidder's Performance

An un-excused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. If at any time

during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify IIDL in writing of the fact of the delay, its likely duration and its cause(s).

IIDL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of IIDL will be final in the regard.

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

15. Confidentiality of Information

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

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

16. Assignment

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

17. Waiver of Minor Irregularities

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

18. Supplementary Information to the RFP

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

19. Earnest Money Deposit (EMD)

19.1 Document to be enclosed:

Earnest Money of Rs.1,00,000/- (Rupees One lakh only) by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "IFCI INFRASTRUCTURE DEVELOPMENT Limited" payable at Delhi, is required to be submitted in a sealed envelope (off line mode).

Following information should be marked on the face of the sealed envelope.

Tender No.....

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

EMD must be submitted in a sealed envelope addressed to

MANAGING DIRECTOR, IIDL
District Centre, Plot No 4A,
Sadbhawana Marg, Phase-1, Mayur
Vihar, New Delhi 110091

The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD. No interest or any other expenses, whatsoever in regard to EMD will be payable by IIDL.

The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.

The Micro Small and Medium Enterprise (MSME) units shall be exempted from submission of EMD. Bids of MSME should be accompanied by valid certification from MSME. Technical Bids be opened on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.

EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. IIDL shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of Bid. IIDL reserves the right to extend the deadline for submission of bids.

Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

20. Discharge of Bid Security/EMD

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

21. EMD to be forfeited

1. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
2. If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.

3. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of IIDL regarding forfeiture of the Bid Security shall be final and binding upon bidders.
4. If during the bid process, any information is found false/fraudulent/mala fide, then IIDL shall reject the bid and, if necessary, initiate legal action.

22. Award of Contract

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

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

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

If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, 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.

23. Commencement of Work

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

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

24. Annulment of Award

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

25. Liability of the Agency

The Manpower Agency shall be responsible for complying all the applicable annual returns and to maintain the following registers/forms as required under the prevalent labour laws in force from time to time. The register includes:

- a. Form XVI - Muster Roll (Rule 78 (1) (a) (i))
- b. Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- c. Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
- d. Form XIX - Wage slip (Rule 78 (b))

- e. Form XX - Register of deduction for damages or loss (Rule 78(1)(a) (ii))
- f. Form XXI - Register for fines (Rule 78 (1) (a) (ii))
- g. Form XXII - Register of advances (Rule 78 (1) (a) (ii))
- h. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii))
- i. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1)
- j. Any other register as may be required, under law.

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

- I. The Agency is solely responsible and liable for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in IIDL. The IIDL shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at IIDL.
- II. The Workforce deployed by the contractor/s shall 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 Policies duly incorporating name of the personnel deployed by the Contractor at IIDL Site.
- III. IIDL shall remit the wages of the Manpower at actuals to the Agency / contractor in consolidated amount on the basis of Bill raised by the agency / contractor. In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed at IIDL, in time.
- IV. For all purposes the agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by it. The persons deployed by the service provider in IIDL shall not have any claims whatsoever like employer and employee relationship against IIDL.
- V. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider (Agency).
- VI. The agency shall be responsible for recruitment of personnel and the personnel engaged by it shall be under direct control / supervision of officer(s) of IIDL.
- VII. The agency shall not be permitted to transfer or assign its rights and obligations under the contract to any other organization or otherwise.
- VIII. The service provider (Agency) shall not assign, transfer, pledge or sub-contract

the performance of service without the prior written consent of IIDL.

- IX. In case of any theft or loss of property due to negligence or carelessness of its personnel, agency will be fully responsible and it will have to make good the losses to IIDL, otherwise the same will be deducted from the security deposit or from the payments.
- X. The service provider (agency) shall be contactable at all times and messages sent by e-mail from IIDL to the service provider shall be acknowledged immediately on receipt on the same day.

26. Responsibility of the Agency

- i The Agency shall be fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the "IIDL".
- ii The Agency shall be solely responsible for any accident/medical/healthrelated liability for the personnel deployed by it at IIDL. The IIDL shall have no liability in this regard. The Service Provider (agency) shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed.
- iii The agency shall deploy staff as per education, qualification and experience given in the tender notice / as informed by IIDL. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- iv If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the IIDL at Agency's own cost.
- v The agency shall be bound by the details and documents as furnished by it to IIDL while submitting the tender or at any other time. In case any of the details of such documents furnished by it, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making it liable for action.
- vi The Agency also agrees to comply with Annexed Terms and Conditions and Agreement shall be final and binding on the Agency.

27. Duties of the Agency

- i) The character and antecedents of such personnel of the service provider shall be verified by the service provider before their deployment and a certification to this effect submitted to IIDL. Full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the IIDL along with testimonials before they are actually deployed for the job.
- ii) The agency shall ensure that the personnel deployed are healthy and not more than prescribed age.
- iii) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IIDL.
- iv) The agency shall be liable to make substitute arrangements in case of the absence of the personnel for more than a week at a stretch.
- v) The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their

salary every month. The Transportation, food, medical, and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider.

- vi) Further the said persons of the service provider shall not claim any absorption at any cadre in IIDL.
- vii) The Agency should be duty bound to ensure that the staff deployed by them should not discharge his/her duties under the influence of alcohol and/or should not be a smoker during the duty hours.

28. Payment Terms - for Housekeeping, OSP, Security Guards.

- i) The Manpower Agency should submit details of the terms and conditions of the personnel deployed by him in IIDL at the end of every quarter while submitting his monthly bill for payment.
- ii) The payment would be made on a Monthly basis after the close of each month against the invoice of the Manpower Agency. The monthly bill for the above said contract shall be submitted by the Manpower Agency by 7th 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 Manpower Agency or his employees, down time etc., as applicable. The payment for the preceding month shall be made in the succeeding month on submission of the following documents:-
 - iii) Photo copies of Wages Payment Sheet for the previous month duly signed by individuals.
 - iv) Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate.
 - v) Certificates in regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the Central Govt. The Manpower Agency 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)
- vi) If the payment of OSP is not made on the 7th of following month, a penalty of Rs.500/- per day shall be levied for such delay on the Manpower Agency by IIDL. This will be in addition to penalties/fine that may be imposed by appropriate statutory authority under the relevant provisions of applicable law.
- vii) Code of Wages Bill has been passed by the Rajya Sabha on 2nd August, 2019 and may become effective after the assent of the President of India. As per the new Code of Wages Bill, the same would replace the following 4 laws:
 - a) Payment of Wages Act, 1936
 - b) Minimum Wages Act, 1948
 - c) Payment of Bonus Act, 1963
 - d) Equal Remuneration Act, 1976

Under Sec 2 (d) of Code "Appropriate Govt" in relation to an establishment carried on under the authority of the Central Government ----- CPSU's etc" would

be the Central Govt. and the Minimum Wages will be fixed by the Central Govt. Under Sec 6, the appropriate govt. will fix minimum wages as per the provision of Section 8.

After passage of the new Code i.e. after appropriate notification is issued by the Govt. in this regard, IIDL will have to follow the Central Act i.e. Code of Wages Bill and also the other Centres of IIDL including all its Subsidiaries. Upon implementation of the Code of Wages Bill, the same will be applicable and the prospective bidders shall need to take it into account.

Note: -

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST Invoice /Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return n GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of IIDL on GSTN portal.
- 3) TDS/TCD shall be deducted at the prescribed rate, if any (as the case may be).
- 4) IIDL can adjust / forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to SNL on account of supplier's default.
- 5) In case IIDL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

29. Insurance

- (i) The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the selected Vendor. The selected Vendor shall arrange necessary insurance cover for every persons deployed by him even for short duration. IIDL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on IIDL, the same shall be reimbursed/indemnified by the selected Vendor.
- (ii) If due to negligence and/or non-observation of safety and other precautions by the Manpower Agency, any accident/injury occurs to the property/manpower belonging to third party, the Manpower Agency shall have to pay necessary compensation and other medical expense, if so required by the appropriate authorities.

30. Penalty for deficiency in Services

In the case of deficiencies in Services causing adverse effect on the Project or on the reputation of the IIDL, penal action i.e., deduction @ 5% (minimum) of billed amount or more, including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IIDL.

31. Issue of Notice

- i) **Service of notice on Manpower Agency:** Any notice to be given to the e-tenderer under the terms of the contract shall be served by sending the same **by Registered**

Post/Speed Post/E-mail to or leaving the same at the Manpower Agency's last known address of the principal place of business (or in the event of the Manpower Agency being a company, to or at its Registered Office).

ii) In case of change of address, the notice shall be served at changed address as notified in writing by the Manpower Agency 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.

iii) **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 to or leaving the same at IIDL address or changed address as notified in writing by IIDL to the Manpower Agency.

32. 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 total Bid Value. BG format attached as Annexure.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of "IFCI INFRASTRUCTURE DEVELOPMENT Ltd", New Delhi. The Performance Bank Guarantee may be discharged/ returned by IIDL 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. 15 months) and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Manpower Agency, by IIDL.
- ii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by IIDL. IIDL 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, IIDL 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 IIDL under Registered Post (Acknowledgement Due), addressed mentioned above.

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, IIDL shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

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

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

33. Return of Security Deposit

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

34. Other miscellaneous conditions

A. For Security Guards

- i) It will be imperative on each of the Agencies to fully acquaint themselves with all the local conditions and factors, which would have any effect on the performance of the contract.
- ii) The cost of visiting shall be borne by the Agency. It shall be deemed that the Agency has undertaken a visit to the IIDL and is aware of the operational conditions prior to the submission of the bid documents.
- iii) No security guard who has been convicted by a court of competent jurisdiction or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organizations, Central or State Governments or in any security agency shall be employed or engaged as a security guard or a supervisor.
- iv) The agency will also maintain all the statutory register and records which will be made available for inspection by IIDL and Labour Officer and Other government Officials as per the guide lines of the Central and State Government.
- v) All liabilities towards guards arising out of accident or death while on duty shall be borne by the Security Agency. The Security Agency will take a Group Insurance Policy for the security guards deployed in our office site.
- vi) The Security Agency shall be responsible to maintain all property and equipment entrusted to it.
- vii) The Security Guards/Supervisors engaged have to be extremely courteous with pleasant mannerism in dealing with the Staff/ residents/visitors and should project an image of utmost discipline. The Agency will have to remove any security guard in case of complaints or as decided by IIDL if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.
- viii) Any liability arising out of any litigation (including those in consumer courts) due to any act of the Security Agency's or its Guards/Supervisor shall be directly borne by the Security Agency including all expenses/fines. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the IIDL, such money shall be deemed to be payable by the Security Agency to the IIDL within seven days. The IIDL Ltd shall be entitled to recover the amount from the Agency by deduction from money due to the Security Agency or from the security deposit money or through performance bank guarantee.
- ix) During the course of contract, if any the Security Agency's Guards/Supervisors are found to be indulging in any corrupt practices causing any loss of revenue to the IIDL, IIDL shall be entitled to terminate the contract forthwith duly forfeiting the Security Agency's Performance Guarantee/ Security deposit amount.
- x) The Agency should ensure providing proper neat and clean uniforms to all its staff

deployed at any of the offices of IIDL / as well as its subsidiaries, in the event the contract is extended to subsidiaries as well.

- xi)** Before deployment of any guard in the IIDL site, the Security Agency will give them **minimum 20 days induction training which will include 100 hrs of classroom instruction and sixty hours of field training.** Security Agency will give one week refresher training to their guards once in a year. The training will also include the training on latest security gadgets, CCTV, Security Alarm System, and Fire Alarm System. Security guards should be informed about prevailing security scenario in their area of operation / Duty and remedial action to be taken in case of need or emergency.

B. For OSP and Housekeeping Staff

- i) In case of any damage to IIDL's property/ premises, the Manpower Agency shall be held responsible. The Manpower Agency will be liable to pay the compensation to IIDL as may be advised by IIDL. The Manpower Agency shall take full responsibility and reimburse and compensate IIDL for any loss/damage/break-down caused to the installation due to negligence of his workers. Amount of compensation may be recovered from the payment of the monthly bills of the Manpower Agency if so warranted.
- ii) IIDL shall not be responsible for any untoward incident including injury/death/caused to the OSPs/Housekeeping staff provided by the Manpower Agency, at site. It will be the responsibility of the Manpower Agency to abide with all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall accrue to IIDL in this regard. The Manpower Agency shall at all times be solely responsible and/or liable to take adequate insurance for the life and safety of the OSP/Housekeeping staff and shall ensure that the said insurance policies remain active.
- iii) The Service Provider (agency) would have to maintain the records as per directions of the officers in charge at IIDL.
- iv) Details of cases pending against the Service Provider (agency) with any Court of Law, if any, status thereof, to be submitted.
- v) As already mentioned above, IIDL will not be responsible for any lapse on the part of the Service Provider (agency) 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 and any future amendments any of the acts. It will be the Service Provider (agency) responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. It is expressly understood that the OSP deployed by the Service Provider (agency) are not on the rolls of IIDL and no legal relationship of whatsoever subsists between IIDL and such personnel employed by the Service Provider (agency).
- vi) Thorough checking of OSP/Housekeeping staff of the Service Provider (agency) during entry/exit would be done by security staff of IIDL. OSP/Housekeeping staff to ensure strict discipline and behaviour and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the Service Provider (agency) 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.

Manpower (OSP/Housekeeping staff) deployed at IIDL by the Service Provider (agency) , during the course of their work, are privy to sensitive information/papers, etc. which are qualified/classified documents. It is expected that Manpower deployed by the Service Provider (agency) shall not divulge any such information/ documents/papersto any third party or to any other person who is not supposed to know such information. If any Manpower indulges in any such activity, the legal action under Official Secrets Act, 1923 shall be taken. The Service Provider (agency) shall furnish an undertaking that all the necessary instructions/training(s) have been given to all Manpower deployed by them.

- vii) The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction for one day will be made.

35. Security Considerations:

- a) The persons deployed by the Man Power Manpower Agency should not have any Police antecedents of the persons whom they are recommending. Any person deployed by the Manpower Agency should not indulge in act record/criminal cases against them.
- b) The agency should make adequate enquiries about the character and of misconduct or otherwise or later if any. Service will be ceased with immediately effect, if any employee deployed by the Manpower Agency found in such activities.
- c) The copies of appointment letter issued to the personnel deployed in the Authority shall be provided to IIDL. The Manpower Agency will provide to IIDL a list of all personnel so deployed with permanent and present address along with their latest photographs.
- d) The Agency shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason. **Delay by the Manpower Agency in providing a substitute after expiry of two days absence shall attract fine @ Rs.150/- (Rs. One Hundred and Fifty) only per day starting from the day from which the person has been absent**, besides deduction in payment on pro-rata basis and shall be deducted from the monthly bills of the Manpower Agency in the subsequent month.
- e) The Agency shall provide substitute well in advance if there is any probability of the staff deployed leaving the job due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the Manpower Agency.
- f) It shall be responsibility of the Manpower Agency to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act.
- g) Manpower Agency has to ensure that all its employees invariably wear ID card during office hours.
- h) The manpower Agency shall provide two Sets of Uniform with sweaters along with shoes every year to support staff at his own cost and colour scheme of the uniform will be as approved by IIDL. He will also ensure that the persons wear the uniform and keep it neat, clean and tidy.

- i) The Agency shall **replace within twenty four hours any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Authority.** Notwithstanding above, the Authority has the right to ask to change/replacethe personnel at any point of time without assigning any reason.
- j) Manpower Agency shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- k) The Manpower Agency should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the manpower supplied and other related works at their own cost.
- l) The entire financial liability in respect of manpower services deployed in IIDL shall be that of the Manpower Agency and IIDL will in no way be liable.
- m) The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In this, they shall be required to submit declaration regarding oath of confidentiality duly signed by the manpower deployed under this contract within 10 days of deployment and breachof this condition shall make the Manpower Agency as well as the person concerned liable for action in accordance with law.
- n) The IIDL reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for thesmooth and timely provision of services.
- o) The Manpower Agency **shall arrange for the police verification of the persons deployedwithin one month of the award of work** and would issue name badges and Identity Cards to the deployed personnel. Any subsequent changes in the deployment of personnel shall be notified in advance.
- p) The Manpower Agency shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- q) The Agency shall be responsible for **proper accommodation including adequate medicalfacilities for personnel employed by him.**
- r) The Agency will be directly responsible for payment of wages to his workmen within the period specified in relevant statute. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnishedto IIDL for record purpose, if so called for.
- s) 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.
- t) In case of unsatisfactory performance, IIDL reserves the right to impose penalty/take action against the Manpower Agency at any point of time, which may be by way of termination of contract without any notice or recourse to the Agency.

Offer Forwarding Letter /Tender Submission Letter

(To be submitted on Bidder's letter head)

To
Managing Director
IFCI Infrastructure Development Limited
District Centre, Plot No 4A, Sadbhawana Marg,
Phase-1, Mayur Vihar, New Delhi.

Dear Sir,

**Subject: Selection of Agency /Vendor for providing Outsources service
personnel/ Housekeeping Services/Security Guards**

This is in reference to your above-mentioned tender. Having examined the tender document, I/we the undersigned, hereby submit my/our proposal along with necessary supporting documents as desired by IIDL.

Further, I/we agree, that IIDL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.

Further, I/we agree to abide by all the terms and conditions as mentioned in the tender document. I/We have also noted that IIDL reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:

[Signature]

Place:

(Name of Authorised Signatory)

Designation

[Company Seal]

Tender Acceptance Letter

(To be submitted on Bidder's letter head along with Technical Bid)

To

Managing Director
IFCI Infrastructure Development Limited
District Centre, Plot No 4A, Sadbhawana Marg,
Phase-1, Mayur Vihar, New Delhi 110091

Dear Sir,

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, I/We hereby enclose my/our offer, as detailed in your above referred RFP.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/ entirety.

I/We hereby declare that my/our Firm/Company has not been blacklisted/ debarred /banned or disqualified by any Government or any Government agency including PSUs, Public Sector Banks / Public Sector Insurance Companies, during a period of last three year.

Further, I/We hereby declare that none of my/our partners /directors of my/our Firm/Company 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 is filed/pending during a period of last three years.

I/We certify that all information furnished by my/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then IIDL shall without giving any notice or reason can 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.

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I/We 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/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

I/We hereby confirm that I/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 our tender shall be deemed to be withdrawn.

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

I/We further confirm my/our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact, and acceptance to Reverse bidding process.

I/We confirm that my/our firm/company has not been referred to NCLT by any creditor. I/We further confirm that my/our firm/company and/or Promoters/Directors have not been convicted under Criminal law by Competent Court or Higher Court.

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

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Contract for providing manpower for OSPs / Housekeeping and Security Services
Bidder's General Information & Eligibility Criteria

Sl. No.	Particulars (Information Required)	Bidder's response	Document Ref. No
1	Name of the Firm/ Company.		
2	Year of Registration/Incorporation		
3	Registered Office: Address of the Firm / Company		
4	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender: (i) Name of the person (ii) Telephone No (Landline) (iii) Mobile No. (iv) E-mail address		
5	Whether MSME		
6	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> • Name of the Bank; • Branch and address; • IFSC Code 		
7	The bidder should be an Indian Firm/Company/Organization registered under Companies Act, 1956 or proprietary Firm or a Firm registered under Partnership Act, 1932 since last 3 year or registration under Delhi Shops & Establishment Act, 1954 (for proprietorship firms).		
8	The Bidder must have following valid Certificates: <ul style="list-style-type: none"> • Permanent Account Number • GST Registration 		
9	The Bidder should have an average annual turnover of at least Rs. 5 crore during three consecutive financial years starting from 2020-21.		
10	The Bidder should be registered as Commercial Establishment under Delhi Shops & Establishment Act, 1954.		
11	The Bidder should have its office in Delhi with basic infrastructure.		
12	The bidder should not be blacklisted or banned for business by any Public Sector undertaking / Govt. Department/ MNC/ Private Limited Companies in India or abroad		
13	Integrity Pact – To be executed on plain paper		

Note: Bidder(s) should submit all the required documents as per Eligibility Criteria and should also mention all the page numbers of supporting documents of Eligibility Criteria.

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Contract for providing manpower for OSPs / Housekeeping and Security Services

Annexure 4

Financial Bid Format for Selection of Agency /Vendor for providing Outsources service personnel/ Housekeeping Services/Security Guards for IIDL

Note: Price Bid mentioned here is for illustration purpose only. Bidder(s) must upload the Financial Bid in Excel Format on **GEM PORTAL only separately**. Financial Bid should not be uploaded in any case along with Technical Bid Documents. If any bidder uploads the Financial Bid along with Technical Bid, the said bidder is liable to be disqualified/rejected and their bid will not be considered for further evaluation.

Financial Bid Format

Part I: Selection of Agency /Vendor for providing Outsources service personnel/ Housekeeping Services/Security Guards

Sl.No.	Description	Rates (Rupees)
1	Selection of Agency /Vendor for providing Outsources service personnel/ Housekeeping Services /Security Guards	Service charges in rupees inclusive of GST on service charges on the total estimated cost

Note:

- (i) Above rates are inclusive of all applicable Taxes.
- (ii) Bidders should fill in the financial bid as per GEM Format at GEM Portal only.

Any financial bid submitted along with technical bid shall be rejected.

We agree to abide by this Bid for the period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us before the expiry of that period.

I/We undertake that I/we are not involved in any litigation that may have an impact or affect/compromise the delivery of the services-as required under this tender and that I/we are not debarred by any Government organization and are competent to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained, throughfraudulent means and/or concealment of information.

Date:

Place:

(Signature, Date & Seal of Authorized)

47 (Signatory of the Bidder)

Declaration by Authorised Signatory of Bidder

(To be submitted on Bidder's letter head)

To,

Managing Director
IFCI Infrastructure Development Limited
District Centre, Plot No 4A, Sadbhawana Marg,
Phase-1, Mayur Vihar, New
Delhi - 110091

Dear Sir,

Subject: Declaration by Authorized Signatory

Ref: Name of Tender and RFP No..... ,

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I/We 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/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Contract for providing manpower for OSPs / Housekeeping and Security Services

Annexure 6

Escalation Matrix

[To be submitted along with Technical Bid]

Tender No: -----

Dated:

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

Name	Company	Designation	Mobile	Phone	Email address

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Contract for providing manpower for OSPs / Housekeeping and Security Services

Annexure 7

Format of sending Pre-bid queries

Subject : Selection of Agency /Vendor for providing Outsourced service personnel/ Housekeeping Services/Security Guards

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sl. No.	Section Number	Page Number	Query

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Contract for providing manpower for OSPs / Housekeeping and Security Services

Annexure 8

Performa for Performance Bank Guarantee

IFCI INFRASTRUCTURE DEVELOPMENT Ltd.
District Centre, Plot No 4A, Sadbhawana Marg, Phase-1,
Mayur Vihar, New Delhi- 110091

Guarantee No.:
Amount of Guarantee: Rs.-----
Guarantee Cover From:-----to-----
Last date of Lodgement of Claim: -----

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

WHEREAS

i) IFCI INFRASTRUCTURE DEVELOPMENT Ltd has placed orders on M/s ----- having its office at -----

----- (hereinafter referred to as 'Supplier') vide its letter No.----- dated-----for supply and installation of - ----- as per specifications and terms and conditions given in the above said orders, at a total cost of Rs. (Rupees only) including all GST/taxes and duties etc. The supplier has now submitted invoices to IIDL, for the said service ----- amounting to Rs.----- (inclusive of all taxes and duties.)

ii) The said orders, inter-alia, provides that a sum of Rs.-----being the 97% of the price of the said service-----will be paid to the Supplier by IIDL on performance of said service and balance 3% upon furnishing a bank guarantee to IIDL, equivalent to 3% of the cost of the said ----- amounting to Rs.----- (Rupees ----- only), valid for a period of One Year from the date of Purchase Order plus claim period of 3 months and due performance of the said -----

iii) At the request of the Supplier,----- (Bank) the guarantor has agreed to give such guarantee to IIDL as hereinafter mentioned for the sum of Rs.----- (Rupees ----- only) being the 3% cost of the said----- applicable as herein before mentioned.

NOW, THEREFORE, these presents witnessed as follows:

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IIDL that in case the said -----
----- are found to be defective in services and also in case the said ---
----- do not perform satisfactorily during the
guarantee period and the supplier fails to rectify the defects to the satisfaction of IIDL, the
guarantor shall pay to IIDL upon demand immediately and without demur a sum of Rs.-----
----- (Rupees-----only) equivalent to 3% of the said -
-----as herein before mentioned.

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

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

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.----- (Rupees -----
only) and the guarantee shall remain in full force for one year from the date of purchase order and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Supplier and IIDL.

5. Notwithstanding anything contained herein:

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

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

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

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

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

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 IIDL 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, IIDL Ltd., a company Incorporated under Companies Act, 1956, with its Registered Office at IIDL, 61 Nehru Place, New Delhi – 110019, acting through its authorised officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s.

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

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

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

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

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

NOW THEREFORE,

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

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

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

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

A. Commitment of the Principal

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

B. Commitments of Counter Parties

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

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

F. 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, IIDL Ltd.

G. 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.

H. 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.

Declaration for Relation in IIDL
(To be submitted on Bidder's letter head)

To,
Managing Director
IFCI Infrastructure Development Limited
District Centre, Plot No 4A, Sadbhawana Marg,
Phase-1, Mayur Vihar, New
Delhi 110091,

Dear Sir,

Subject: Declaration for relation in IIDL

I/We hereby submit the following information pertaining to relation/relatives of Directors/
Employee(s) employed in IIDL

Tick (✓) any one as applicable:

1. The Director(s), Executives, of my/our Firm/Company DO NOT have any relation or
relatives employed in IIDL

OR

2. The Director(s), Executives, of my/our Firm have relation/relatives employed in IIDL
and their particulars are as below:

(i)

(ii)

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Annexure 11

Declaration that the Bidder has not been blacklisted

(To be submitted on Bidder's letter head along with Technical Bid)

To
Managing Director
IFCI Infrastructure Development Limited
District Centre, Plot No 4A, Sadbhawana Marg,
Phase-1, Mayur Vihar, New Delhi 110091

**Subject Selection of Agency /Vendor for providing Outsources service
personnel/ Housekeeping Services/Security Guards**

Dear Sir,

I/We confirm that my/our firm/company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government Organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

It is hereby confirmed that I/We are entitled to act on behalf of our firm/company and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

In absence of above declaration/certification, the Bid is liable to be rejected.

No Deviation Certificate

(To be submitted on Bidder's letter head)

To,
Managing Director
IFCI Infrastructure Development Limited
District Centre, Plot No 4A, Sadbhawana Marg,
Phase-1, Mayur Vihar, New Delhi-110091
Dear Sir,

Subject: No Deviation Certificate

Ref: RFP/Tender No... .. ,

I/We hereby confirm that I/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 my/our tender shall be deemed to be withdrawn.

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

I/We further confirm my/our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact, and acceptance to bidding process.

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

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Annexure 13

Bid Security/ EMD

Bidder must provide EMD Amount through RTGS/ NEFT directly in IIDL Limited's Bank Account as given below **OR** EMD can be submitted in the form of DD payable in favour of IFCI Infrastructure Development Limited at New Delhi.

IFCI Infrastructure Development Limited, New Delhi

DETAILS OF BANK ACCOUNT NO., BANK NAME AND ADDRESS AND IFSC CODE NUMBER FOR TRANSFERRING THE FUNDS TO IIDL LTD. THROUGH RTGS / SWIFT

IDBI BANK ACCOUNT No	901103000000116
Account / Beneficiary Name	IFCI Infrastructure Development Limited
Bank Name	IDBI Bank Ltd.
IDBI Bank Branch Address	Indian Red Cross Society Building1, Red Cross Road, Delhi.
Account Type (with Code)	Current Account
BANK & BRANCH CODE / BSR Code	051005
IFSC Code	IBKL0000127

