



TENDER

FOR

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi.

Tender No. IFCI/Estates/E-Tender/2016-17/13 (i) Dated 06/05/2016

General Manager (Estates)  
IFCI LIMITED  
(A Government of India Undertaking)  
Regd. Office: IFCI Tower, 61 Nehru Place, New Delhi-110019  
Website: [www.ifcilttd.com](http://www.ifcilttd.com)  
Telephone- 011-26487444/41732000

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Tender No. IFCI/Estates/E-Tender/2016-17/13 (i)

Dated 06/05/2016

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### IFCI Introduction

IFCI Ltd., (IFCI) the first Development Financial Institution of India (DFI), set up in 1948, having its Registered Office at IFCI Tower, 61 Nehru Place, New Delhi-110019 with pan-India presence across 18 key locations. IFCI is a Government of India Undertaking under the Ministry of Finance.

### Instruction to Bidders (ITB)

1. Name of Work: Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi.

2. IFCI Ltd. (IFCI) invites bids by E-tender system in two bid system (Technical & Financial Bid) from experienced and reputed Contractors, agencies/firms engaged in Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) having minimum five year experience in the field, as under:-

Tender No.: IFCI/Estates/E-Tender/2016-17/13 (i) dated 06/05/2016		
Ser. No.	Type	Description
(i)	Name of Work	Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi.
(ii)	Earnest Money Deposit(EMD)	Rs. 2,00,000/-
(iii)	Site Inspection	On 16/05/2016 from 10:00 Hrs. to 17:00 Hrs. at IFCI Tower, Nehru Place, New Delhi.
(iv)	Pre Bid Meeting	On 23/05/2016 at 11:00 Hrs. to 12:00 Hrs. at IFCI Tower, Nehru Place, New Delhi.
(v)	Last Date of downloading of tender document	Upto 06/06/2016 (17:00Hrs.) from <a href="https://ifci.etenders.in">https://ifci.etenders.in</a> .
(vi)	Deposit of EMD in original copy	Up to 06/06/2016 (12:00 Hrs.) at General Manager (Estates) IFCI Limited, IFCI Tower, 7 <sup>th</sup> Floor, 61 Nehru Place New Delhi-110 019 Tel.: 011-26487444/41732000
(vii)	Last date and time of submission of electronic bid	06/06/2016 upto 17:00Hrs. on <a href="https://ifci.etenders.in">https://ifci.etenders.in</a>
(viii)	Opening of Technical bid	On 07/06/2016 at 10:00Hrs. on <a href="https://ifci.etenders.in">https://ifci.etenders.in</a>
(ix)	Opening of Financial Bid	On <a href="https://ifci.etenders.in">https://ifci.etenders.in</a> and To be intimated separately to the qualified bidders.

The bids are to be submitted online in electronic format on website <https://ifci.etenders.in>. The Bidders may download Tender Document along with terms and conditions from IFCI website [www.ifcilttd.com](http://www.ifcilttd.com) home page by clicking e-tendering portal <https://ifci.etenders.in>. The bidders are requested to submit their bids prior to last date of submission to avoid any technical or other difficulty resulting in non-submission of their bids due to non-availability of website at last moment and or any reason whatsoever. Neither IFCI nor the E-Tendering service provider shall be responsible for any issues such as internet connectivity or non compatibility internet browser etc. The last date and time of submission of bids will not be extended due to the hanging of the system or congestion due to internet at the end of the bidders at the time of submitting tender.

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Bids not submitted online will not be entertained. IFCI reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

3. Bidders who wish to participate in this tender will have to register on line <https://ifci.etenders.in>. Bidders will have to procure Digital Signature Certificate (Type-II or Type-III) as per information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency etc. or they may contact IFCI E-tender service provider M/s Nextenders India (P) Ltd., Contact No.: 9811038892/8743042801/9310335475 (Help Desk 09:30 AM to 05:30PM on all working days.) email : [nilesh.alekar@nextenders.com](mailto:nilesh.alekar@nextenders.com)

Bidders who already have a valid Digital Certificate do not need to procure a new Digital Certificate. The bidders are requested to read the user manual available on website <https://ifci.etenders.in> before initiating the process of E-Tendering.

4. Bidders shall submit their offers online in an electronic format both for "Technical" and "Financial bid". However, Earnest Money Deposit (EMD) as prescribed, should be submitted physically in the form of Demand Draft/Pay Order (PO) in original form in the office of General Manager (Estates), IFCI Ltd., IFCI Tower, 7<sup>th</sup> Floor, 61 Nehru Place, New Delhi -110019 on all working days during working hours before the last date and time of submission of bid.

5. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the bidders.

6. On Line submission of bids: The online bids will have to be digitally signed and submitted within the time specified on website <https://ifci.etenders.in> the following manner:-

6.1 Technical Bid: Scanned Copies to be uploaded (.pdf)

6.1.1 The bidder will have to deposit EMD Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "IFCI Ltd. " payable at New Delhi before opening of "Technical Bid" in the office of General Manager (Estates), IFCI Ltd., IFCI Tower, 7<sup>th</sup> Floor, 61 Nehru Place, New Delhi -110019 and obtain a receipt thereof and bidders shall upload the scanned copy of receipt as proof of depositing EMD along with technical bid. Otherwise the bid in electronic form will not be considered.

6.1.2 The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre- qualification of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing. Technical formats i.e. all Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by hand of the authorized representative along with date as token of acceptance of the terms & conditions of tender, copy in favor of person signing the document in support of authorization /Power of Attorney, whichever is applicable should be uploaded by the bidder.

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- 6.2 Financial Bid (.xls): This envelope shall consist of financial format/schedules, they must be signed by the authorized representative along with date. The rates as given in the schedule shall quote in figures and the rates must be exclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.
7. Proof of EMD is essential with technical bid otherwise bid in electronic form is liable to be rejected.
8. Manual bids shall not be accepted. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
9. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
10. Opening of Technical Bids: Technical bids will be opened on 07/06/2016 at 10:00 Hrs. on <https://ifci.etenders.in>. by the Tender Committee. IFCI shall evaluate the technical bid to pre-qualify the bidders.
11. Opening of Financial Bids: Exact date and time shall be communicated through official E-mail address given in the bid document to the qualified bidders.
12. Conditional bids would be summarily rejected.
13. In case no bid or single bid is received, or any other reason whatsoever, IFCI may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.
14. Pre-bid Meeting: For any clarification on the Bidding Document, a pre bid meeting will be held on 23/05/2016 at 11:00 Hrs. to 12:00 Hrs. at in IFCI Tower, Nehru Place, New Delhi.
15. Any separately submitted discount letter on the financial price shall not be considered by IFCI and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.
16. Contact Person: In case of any query, you may contact any of the following officials:
- a) Shri Suresh Kumar, AGM at New Delhi (011-41732143) & E-mail: [estate.dept@ifcilttd.com](mailto:estate.dept@ifcilttd.com)
  - b) Shri Amit Joshi, Manager at New Delhi (011-41732174) & E-mail: [estate.dept@ifcilttd.com](mailto:estate.dept@ifcilttd.com)
17. Earnest Money Deposit(EMD): Bidder should pay specified amount towards Earnest Money deposit as follows:
- 17.1 Rs.2,00,000/-(Rupees Two Lakhs Only) in the form of Demand Draft/PO drawn on any Nationalized /Schedule bank in favour of "IFCI Ltd. " Payable at New Delhi.
  - 17.2 EMD will not carry any interest.
  - 17.3 EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement and submission of security deposit.
  - 17.4 The Earnest Money Deposit submitted by the bidder may be forfeited if,

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- a) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the IFCI,
- b) Successful Bidder withdraws his tender or backs out after acceptance,
- c) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
- d) Bidder violates any of the terms and conditions of the tender,
- e) Bidder revises any of the items quoted during the validity period,
- f) Bidder is found to have indulged in fraudulent practices in the bid submission process.

18. Preference will be given to the MSE bidders, who are registered as MSE in any of the recognized body as specified by Ministry of Micro, Small & Medium Enterprises (MSME) as per the provisions of the Public Procurement Policy for MSEs Order, 2012 issued by the Ministry of Micro, Small & Medium Enterprises, Govt. of India. MSE bidders are exempted from EMD and tender document fees provided they submit necessary certificate for benefit of exemption in fees and EMD.

19. Site Inspection: Before submission of offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

## 20. Scope of Work

a) Working hours for O&M of HVAC/ Air-conditioning, Water supply and related System/ sub-systems/Services etc. will be round the clock, seven days a week, 365 days a year including Sundays, Festivals, National Holidays,/Holidays without any overtime. Adequate number of personnel (Minimum 15 as per tender document) would be deployed by the contractor in suitable shift duties. Exact working hours will be fixed in consultation with Officer-in-Charge of IFCI.

b) The contractor will provide all inclusive comprehensive maintenance services and will carry out day to day operations, repairs and maintenance of the entire systems/equipments, including supplying, fixing, installing of spare parts/ materials/ consumables, top up gas, oil /salt for water softener plant/ cabling, pipes etc., including related software, to ensure smooth, trouble free, disruption free functioning of the all systems and equipment installed during the tenure of the contract. All the routine, preventive maintenance, overhaul, breakdown maintenance, repair, maintenance and replacement of parts/equipments etc. are included in the scope of works. All spares/ consumables etc. must be of standard make and conforming to ISI/BIS specifications. Suitable adjustments, repairs etc. will be carried out, as required, for maintaining comfortable temperature conditions (i.e. 22 c (+/-1-c) in summer, 24 c (+/-1 c) )with respect to the air-conditioning, adequate water supply etc. round the clock i.e. 24 hours, 365 days a year in the building in co-ordination with IBMS team/contractor as most of the activities of Electro Mech. Services (HVAC, Electrical, Fire Fighting, etc.) are integrated with IBMS and to be maintained all the times.

c) In the event, the borewells do not have adequate water supply for A/C chilling plant/ plumbing/sanitary/fire etc., the contractor shall meet the requirement through water tankers at his own cost. On an average the contractor would maintain water level of 90% of all the tanks.

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- d) Routine Preventive Maintenance Schedule: The Contractor would also prepare a Preventive Maintenance Schedule of all the systems in compliance with the manufacturers' recommendations and in consultation with officer-in-charge of IFCI. The contractor shall also maintain Plant & Machinery history card giving full details of equipment and frequency of check and overhaul.
- e) The contractor will maintain an inventory of critical spare parts /consumables etc. (at IFCI premises) for the purpose of corrective and preventive maintenance and submit the list along with technical bid.
- f) The contractor shall ensure that the reported fault/support request is attended to promptly and in any case within 4 hours from the reporting time and rectification thereof immediately. If the equipment is not repaired within the above period, standby equipment shall be provided.
- g) Periodical cleaning of the drinking water storage tanks, both overhead and underground, is covered in this contract for which no extra payment shall be made.
- h) Painting of entire HVAC systems and related systems including MS drain Jali etc. in IFCI Tower, should be done once in a year as per direction of IFCI Officials.
- i) All systems/equipment would be operated as per mutually agreed programmers. The contractor should maintain proper entry and upkeep of relevant log books/registers as per statutory obligations in physical and shall also maintain complaints register, and work done/carried out reports to the satisfaction of IFCI. The same can also be maintained in soft (CD format).
- j) The contractor shall be responsible to follow Environmental (Protection) Act 1986, Environment (Protection) Rules, 1986 and maintain noise level as per standard. Further, the contractor shall be responsible to follow Hazardous waste (Management, Handling and Transboundary movement rules,2008), take steps to handle hazardous waste management, selling/disposal of hazardous waste, maintenance of record of hazardous waste handled, packing, labelling and transport of hazardous waste ,reporting to state pollution control board in case of accident occurs while transportation, obtain no objection certificate from pollution control board, submit statutory/necessary compliance /annual returns/other obligations to state pollution control board on behalf of itself/IFCI. The contractor shall submit the necessary compliance certificate (as per annexure- 13 attached).
- k) The contractor shall be responsible for disposal of batteries to dealer/manufacturer/registered recycler/importer/reconditioner or at the designated collection centers etc. as per provision under Batteries (Management and Handling) Rules, 2001 and any other applicable law. The contractor shall submit the necessary compliance certificate (as per annexure- 13 attached).
- l) All the systems/Equipment would be operated and maintained by the selected contractor. Due to any wrong operation or improper maintenance of any equipments, if any breakdowns occur in the system (s) or damage to the machinery(ies), the contractor has to repair/replace the damage equipment(s) for smooth operation of the systems.
- m) After completion of the said contract period, it will be the responsibility of the contractor to depute his representative for a minimum period of 30 days to explain about the installed equipment(s)/system(s) to the new contractor/agency.
- n) The contractor shall be responsible to carry out any specific work/ installation of additional equipment's /accessories/up-gradation/modernization/replacement, as per requirement, which is not covered under the contract, on competitive prevailing market

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rates after taking prior approval from IFCI. Payment will be made separately on submission of bills for the said work.

o) IFCI at its discretion can ask the contractor to conduct third party inspection at the end of each year of the contract of the equipment maintained by the contractor during the period of the contract. Contractor will be responsible for carry out third party inspection by the vendor/agency/firm of the similar type. The contractor has to submit name of at least 2 firm/Vendor for third party inspection upon submission of which IFCI will decide the name of final vendor for third party inspection. The cost of third party inspection shall be borne by Contractor.

p) Penalty: After completion of the contract, if the said work is awarded to another agency/firm/vendor, smooth handing over of entire system be done within 30 days in good working condition to next selected contractor. During the process of Handing Over-Taking Over, if any fault is observed by IFCI/new contractor, the same should be rectified within 30 days period. If the defect is not rectified within 30 days than IFCI shall be at liberty to deduct 0.5% of the contract value per week or part thereof delay up-to a maximum of further 2 months from contractor running /pending bills/security deposit. Thereafter, IFCI shall be free to get the work done through another agency/firm and payment shall be recovered from contractor balance payments/security deposit and contractor will have no objection to such deeds.

21. Details of Equipment in respect of Air Conditioning Systems etc. at IFCI Tower & IFCI Car Parking:

21-A) DETAIL OF HVAC EQUIPMENT IN MAIN BUILDING				
S.NO	DESCRIPTION	MAKE	CAPACITY	QTY.
1	Water Cooled Screw Chiller	Blue Star	350 TR.	3
2	Cooling Tower Counter Flow	Mihir	350 TR.	3
3	Cooling Tower Cross Flow(DG)	Paharpur	250 TR.	1
4	Condenser Water pump	Hindustan	30 HP	3
	- do -	Crompton Greaves	30 HP	1
5	Primary Chiller Water Pump	Hindustan	15 HP	3
	- do -	Teco Pvt.Ltd	15 HP	1
6	Secondary Chiller Water Pump	Teco Pvt.Ltd	25 HP	3
7	Hot Water Generator	Rapid Control	324 KW	2
8	Fan Coil Unit	Voltas	3 TR	9
9	Precision Package Air Conditioner	Blue Star	4.2 TR	2
10	Air Handling Unit( Double skin)	Blue Star	12,800 CFM	34
	- do -	Blue Star	17,000 CFM	4

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11	Softening Plant	ION Exchange	1,800 Ltr.	1
12	Ventilation Air Fan	Siemens	25 HP	1
	- do -	Siemens	20 HP	1
	- do -	Siemens	5 HP	1
13	Pressurizer Air Fan	Siemens	25 HP	2
14	Exhaust Air Fan	Siemens	25 HP	2
15	Upper Zone Main Pump	Grundfoss	25 HP	2
16	Lower Zone Main Pump	Grundfoss	15 HP	2
17	Soft Water Transfer Pump	Grundfoss	25 HP	2
18	Soft Water Feed Pump	Grundfoss	5.5 HP	2
19	Drinking Water Pump	Grundfoss	5.5 HP	2
20	Bore Well Pump	KSB	3 HP	1
	-----do-----	KSB	2 HP	1
21	Sump Pump main bldg + Car parking	Grundfoss	1.5 HP	09
	----do-----	Crompton	5 HP	02
	-----do-----	Crompton	2 HP	01
22	DG Cooling Pump	Kirlosker	50 HP	2
23	Fountain submersible pump	Crompton Greaves	5 HP	5
24	Raw Water filter	ION Exchange		1
25	Two Way Modulating Motor with Valve	Belimo		38
26	On/Off Motorized motor with valve	Belimo		38
27	Softing Salt Motor	PRIMO	2 HP	1

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**21-B) DETAIL OF FLOOR CASSETTE A/C & MULTI SPLIT AC**

S.NO	MAKE	CAPACITY	QTY
1	Daikin(Cassette A/C)	3 TR	7
2	Daikin(Cassette A/C)	2 TR	3
3	Blue Star(Cassette A/C)	3 TR	25
4	Matrix,Micropool & CURISE (Cassette A/C)	2 TR	3
5	Blue Star(Multi Split A/C)	3 TR	22
6	Blue Star(Multi Split A/C)	4 TR	1
7	Blue Star(Split A/C)	1.5 TR	7
8.	LG (split A/C)	1.5 TR	4
9	LG (split A/C)	2 TR	2
10	Logicool (Split A/C)	1.5 TR	1
11	VOLTAS( Multi Split A/C)	3 TR	2
	Total		77

**Note:** The above list of equipment is indicative only. Any equipment/device/wiring/panel etc. which is not indicated in the above list, but forms part of the overall system, shall be deemed to be included in 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 of the average consumption of consumables/spares etc., before quoting their rates.

22. **Criteria for Pre-Qualification:**

The eligibility criteria for pre-qualification of bidder are as under:-

- Average Annual financial turnover during the last 3 years, ending March 31, 2015 should be at least Rs. 5.00 Crores.
- The contractor/agency/firm must have experience of similar works during the last 5 years in operations and maintenance contract of High rise building/multistoried modern building in PSUs/PSU Banks/Financial Institutions/ MNCs/Corporates etc.
- The contractor should have experience of maintaining minimum of 1050 TR capacity of HVAC system and submit necessary proof thereof.

23. **IMPORTANT NOTE:**

- The bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant.
- “Similar work” means Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) i.e. Central Air Conditioning, Ventilation, Water Supply and Drinking Water System, Cassette ACs, Multi-Split ACs, Precision ACs including its RO system, chillers, cooling towers, pumps, motors, Air fans, and other related systems work in

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High rise building or multistoried modern building in PSUs/PSU Banks/Financial Institutions/MNCs/Corporates etc.

- c) The bidder shall submit signed and scan copy of PO Copies/Work order copies/ completion/ performance certificate issued by client in support of satisfactory completion of similar works during the last 5 years.
- d) The bidder shall submit signed and scan copy of Tender Acceptance Letter (Annexure-3).
- e) The bidder should submit signed and scan copy of detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No., VAT Clearance Certificate, Service Tax, TIN No., ITR and PAN etc.)
- f) List of Category-wise number of manpower employed on the rolls of the contractor be submitted. At least 20% of the manpower to be deployed on our premises should be from the regular rolls of the contractor. An undertaking to this effect should be submitted.
- g) The bidder should submit signed and scan copy of partnership firm/partnership deed, if any.
- h) The Bidder should be having adequate manpower, equipment etc. to smoothly executed the work.
- i) The contractor should have a Registered Office/Branch in Delhi/NCR.
- j) The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from IFCI shall be sent by E-mail/speed post.
- k) The contractor may also submit 'Quality Plan'.
- l) Integrity Pact (IP) shall also be applicable.
- m) Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.
- n) IFCI reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from IFCI, failing which suitable action shall be taken by IFCI.
- o) The contractor should have to signed and upload Bidders Information (Annexure-1) along with supporting documents.
- p) After opening of Technical bids, if a firm/Company fulfills the technical criteria, its financial bid will be opened. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given in the checklist of Annexure-1.
- q) The bidder may be summarily disqualified in case of non-submission of required documents.

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

25. Award of Work: IFCI reserves the right to split the job into two or more parts and to award the work to separate agencies/bidders subject to the work experience and fulfillment of other terms & conditions and specifications to the suitability of IFCI.

26. Acceptance / Rejection of Bid:

IFCI also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of IFCI regarding the same shall be final and conclusive.

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### GENERAL CONDITIONS OF CONTRACTS (GCC)

1. Downloading Bid document from the website:

The Bidder may download Tender Document along with terms and conditions from IFCI website [www.ifcilttd.com](http://www.ifcilttd.com) home page by clicking e-tendering portal <https://ifci.etenders.in> website. Bidder must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by IFCI.

2. Amendment to Bid documents:

At any time prior to the deadline for submission of Bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.

i) The corrigendum/amendment will be issued /published in website <https://ifci.etenders.in> only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

3. Clarification on Bids:

a) To assist in the examination, evaluation and comparison of the technical bids, IFCI may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, IFCI reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

b) IFCI reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform. In case of any alteration in the technical bid requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. Both the original and the supplementary offer shall be evaluated jointly.

4. Execution of Contract Agreement:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by IFCI. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.100/- within 15 days from the issue of LOI/Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any.

5. Abnormal Rates:

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

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6. The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.
7. Shut Downs: No routine shut down shall be permitted during office hours. The contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of IFCI.
8. Drawing & Design: The contractor shall prepare drawings viz., - Single Line Diagram (SLD), Layout Drawing, Scheme drawing etc. or other related drawing in AutoCAD, as per existing equipments installed in the building, as and when directed by IFCI or if any modification/changes take place due to repair/replacement/up-gradation during the contract. The contractor shall submit the drawings in Hard as well in soft copy to IFCI for its reference.
9. The contractor shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to, in minimum agreed time, as per industry norms/practice, failing which, IFCI will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit.
10. The contractor shall supply and maintain all spare parts/materials/consumables that may be required for maintenance of all the systems, free of costs and/or overhead/labour charges during the tenure of the contract. All routine, preventive maintenance, overhauling, breakdown maintenance etc. are included in the scope of work.
11. The Contractor shall maintain the following records and log books during the contract period:
  - a) The Schedule of preventive maintenance for all equipment will be prepared in advance by you, in consultation with officer-in-charge of IFCI. Necessary records of the services/work carried out will be maintained and the same has to be countersigned by the officer-in-charge of IFCI whenever asked by IFCI.
12. The contractor shall keep proper upkeep of all areas under the contract.
13. IFCI will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the contractor are not on the rolls of IFCI and no legal relationship of whatsoever subsists between IFCI and such personnel employed by the contractor.
14. This being a pure works contract, the personnel engaged by the contractor and deployed by him at IFCI premises will be in no way be deemed as working under employment of IFCI and there shall not exist any employer-employee relationship between IFCI and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with IFCI either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and IFCI will have no responsibility, whatsoever.

15. Thorough checking of employees of the contractor during entry/exit would be done by security staff of IFCI.

16. The employees of the contractor will work strictly under the direction and administrative control of the contractor's Manager/Supervisor/Site Engineer. However, the contractor's supervisory staff will have to execute the work through their employees according to the requirement, need and/ instructions of the designated officers of IFCI.

17. The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.

18. In case of any damage to IFCI's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to IFCI as may be advised by IFCI. The contractor shall also take full responsibility and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his workers.

19. IFCI will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by IFCI in this regard.

20. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.

21. Dispatch Instructions

a) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.

b) Bidders are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., bidder shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

c) Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in tender document. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Technical bid duly filled, signed and stamped by the

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authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with IFCI shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

22. Data to be Enclosed

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

a) Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, Tender Acceptance Letter etc. shall be furnished along with tender.

b) Organization Chart: The organization chart of the bidder's organization, including names, addresses and contact information of the Directors/Partners may be furnished along with the offer.

c) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.

d) Proof of Turnover.

e) Proof of Registration Number for PF, ESI, Service Tax, TIN No. PAN etc.

f) Evidence of minimum Five years experience.

g) In Case of Individual Tender: His /her full name, address and place & nature of business.

h) In Case of Partnership Firm: The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

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

j) The Contractor should submit details of the terms and conditions of the personnel deployed by him at IFCI. The contractor shall also ensure the police verification of each and every person deployed by him at IFCI. The contractor shall also submit copies of the appointment letters of the personnel deployed at IFCI, at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. IFCI may ask to furnish the details of personnel deployed by the contractor at any time during the period of contract.

23. Language

a) The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

b) All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.

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24. Price Discrepancy: In the case of financial bid opening, if there are differences between the rates given by the bidder in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- a) In case of lump-sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

25. Evaluation of Bids

- a) Technical bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

- b) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour, consumables without tools & plants (T&P), then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, IFCI reserves the right to ask for further proofs including submission of TDS certificates for the said job.

- c) In case the qualifying experience is claimed by private organizations based on work order and completion certificates from another private organization, IFCI reserves the right to ask for further proofs including submission of TDS certificates for the said job.

- d) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.

- e) Financial bids of shortlisted bidders (qualified in technical bid) shall only be opened through e- financial bid opening.

- f) Financial bids of unqualified bidders shall not be opened.

- g) Conditional bids may be rejected by IFCI. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. All the required information shall be furnished strictly in prescribed schedules/Annexure only. Any information indicated other than prescribed schedules/Annexure shall not be entertained. The financial evaluation shall be made on the basis of the total price/charges as indicated in the schedule of rates/ financial. IFCI is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with financial Bid shall not be considered. IFCI's decision in this regard shall be final and binding.

26. Security Deposit:

Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to 10% of the average contract value of 1<sup>st</sup> year and 2<sup>nd</sup> year, as Security Deposit. The security Deposit should be furnished before commencement of the work by the contractor. Security Deposit may be furnished in any one of the following forms:-

- a) Pay Order/Demand Draft in favour of IFCI Ltd.
- b) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act.
- c) The Security Deposit shall not carry any interest.

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- d) The validity of Bank Guarantees towards Security Deposit shall be upto the completion period as stipulated in the Letter of Intent/Work Order +3 Months, (i.e. 27 months) and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by IFCI.
- e) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by IFCI. IFCI shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
- f) IFCI reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with IFCI.

#### 27. Return of Security Deposit

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses /other amounts due to IFCI, after completion of the contract (plus) three months.

#### 28. Bank Guarantees:

Wherever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with:

- a) Bank Guarantees shall be from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
- b) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as advice by IFCI. IFCI shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
- c) In case the Bank Guarantees are not extended before the expiry date, IFCI reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder/contractor.
- d) Bidders 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.
- e) The Original Bank Guarantee may be sent directly by the Bank to IFCI under Registered Post (Acknowledgement Due), addressed to the General Manager (Estates), IFCI Ltd., IFCI Tower, 61-Nehru Place, New Delhi-110019.

#### 29. Validity of Offer

The rates in the Tender shall be kept open for acceptance for a minimum period of 90 (ninety days) from last date of offer submission (including extension, if any). In case IFCI calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenders.

#### 30. Rejection of Tender and Other Conditions

- a) IFCI reserves the right to accept or reject the tenders without assigning any reason whatsoever.
- b) Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- c) Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with IFCI or bidder who do not comply with the latest guidelines of Ministry/Commissions of

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

d) If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IFCI may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IFCI may then cancel such tender at their discretion, unless the firm retains its character.

e) IFCI will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

f) If the bidder gives wrong information in his tender, IFCI reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

g) Canvassing in any form in connection with the tenders submitted by the Bidder shall make his offer liable to rejection.

h) In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in IFCI, the authority inviting the Tender shall be informed of the fact as per specified format as per relevant annexure attached along with the offer.

i) The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him.

j) The Tender submitted by a techno commercially qualified bidder shall become the property of IFCI who shall be under no obligation to return the same to the bidder. However, unopened financial bids and late tenders shall be returned to the bidders.

k) Discount letter, if any on financial price shall not be considered by IFCI.

l) IFCI shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

### 31. Cancellation of Contract in Full or in Part

IFCI at its sole discretion can terminate the contract at any time during the period of contract, If the Contractor:

a) At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the IFCI Ltd.; or

b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the IFCI Ltd.; or

c) Fails to yearly performance evaluation of the service provider/contractor by IFCI or third party inspection report or both; or

d) Violates any of the terms and conditions stipulated in the agreement/tender document.

### 32. Law Governing the Contract and Court Jurisdiction

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

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33. Issue of Notice

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

34. Use of Office Space: No space belonging to IFCI shall be occupied by the contractor without written permission of IFCI.

35. Commencement of Work

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

36. Rights of IFCI

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

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c) To effect recovery from any amounts due to the contractor under this or any contract or in any other forms, the moneys IFCI is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. IFCI shall levy overheads of 5% on all such payments.

d) Performance Indicator/Uptime: The contractor during the contract shall be responsible to maintain the complete systems/equipments/software in good working condition by maintaining minimum uptime 95%, which would be calculated for each individual system, which form part of the overall system of the building. The uptime would be calculated on monthly basis and proportionate deductions would be made from the payment to be made to the contractor for the correspondence months for which an uptime of 95% could not be maintained. The deduction would be as follows:-

S No.	Uptime	Deductions
1	95 – 100%	No deduction
2	80 – 95%	10% of the total value of the Monthly bill
3	70 – 80%	20% of the total value of the Monthly bill
4	Below 70%	30% of the total value of the Monthly bill
Note:	(1) No complaints in regard to systems etc. should remain pending for more than 24 hrs., however these need to be attended immediately without loss of time.	
	(2) Non-availability of spares/any other reasons shall not be acceptable under any circumstances and will attract penalty, as applicable.	

37. Responsibilities of the contractor in respect of local laws, employment of works etc.

The contractor shall fully indemnify IFCI against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities. The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

a) The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

b) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

c) The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.

d) The Contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.

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- e) Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- f) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- g) The Contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- h) The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- i) All safety rules and codes applied by the IFCI at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- j) The contactor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- k) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by IFCI/Customer. The contractor has to assist in HSE audit by IFCI/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of IFCI/Customer.
- l) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly signed by the contactor's representative should be furnished to IFCI site for record purpose, if so called for.
- m) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of IFCI.
38. Maintenance of Registers and forms: 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.
39. Insurance
- a) It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the IFCI in the area of project which are in force from time to time will have to be followed by the contractor.
- b) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belong to third party, the

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contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.

c) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by IFCI or customer. The contractor will submit necessary documents for lodging/processing of insurance claim. IFCI will recover the loss from the contractor, in case the damage /loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to IFCI for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

#### 40. Strikes & Lockout

a) The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, IFCI shall have the right to get the work executed through any other agencies and the cost so incurred by IFCI shall be deducted from the Contractor's bills/deposits. Further, IFCI reserves the right to terminate the contract in case of any strike/lockout of the contractor.

b) For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of IFCI.

#### 41. Force Majeure

The following shall amount to Force Majeure:

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

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

#### 42. Arbitration & Reconciliation

a) In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by IFCI.

b) The award of the Arbitrator shall be binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Delhi and the language of the proceedings shall be in English.

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Subject to the above, the Courts at Delhi alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.

- d) The cost of arbitration shall be borne equally by both the parties.
- e) Work under the contract shall be continued during the arbitration proceedings.
- f) Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by IFCI and future blacklisting of the contractor.

43. Monthly Payment:

The payment shall be released on monthly basis after the close of each month against the invoice provided by the contractor. The monthly bill for the above said contract shall be submitted by the contractor by 7<sup>th</sup> of following month and payment shall be released upon satisfactory performance, after adjusting any cost borne by IFCI due to any reason/damages caused by the contractor or his employees, down time etc., as applicable. Income tax and other taxes and surcharge at source, as applicable will be deducted from your payments at the prevailing rates. The payment for the shall be made on submission of the following documents:

- a) Certificates (as per annexure-11 attached) with regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt., Delhi Administration or the Central Govt. whichever is higher. The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employees along-with bills.
- b) Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate.
- c) The Contractor will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and IFCI will not assume any responsibility thereto.

44. General Conditions of the Contract (GCC), ITB, Tender form and Special Conditions of the Contract (SCC) will form the part of the contract.

45. All Annexures are to be submitted with the bids duly signed.

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

### Special Conditions of the Contract (SCC)

1 **Manpower:** The contractor shall deploy adequate manpower including relievers (at least the stipulated number in tender document) of experienced and lincence holders/ITI qualified, wherever applicable, trained personnel (electricians/mechanics/technicians/ operators/ helpers etc.) with minimum 3 years' experience in the respective areas i.e. Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) of their duties at IFCI Tower to the satisfaction of IFCI at the site in appropriate shift duties. The contractor shall also deploy a qualified diploma/degree holder (with 5 years experience as site engineer in the relevant field (HVAC/Air-conditioning etc.) and should have worked with the contractor for a minimum period of 2 years and already handled similar job in a high rise buildings/modern storied building. The site engineer shall be responsible for liasioning the maintenance activities at site. All break-down shall be reported to IFCI immediately and rectified without any loss of time. The services of the personnel deployed at site, shall be made available round the clock including Sundays and holidays without any extra payment. IFCI will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and roaster control shall be the contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of IFCI. A list of the persons deployed, together with their qualification and experience shall be submitted to IFCI immediately on commencement of the contract. IFCI reserves the right to advise replacement/change the manpower deployed by the contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the contractor is reduced, the monthly charges will also be reduced proportionately. . Similarly, the charges for extra deployment would be modified based on the applicable rates quoted in the bid.

2 The contractor has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at IFCI.

3 The contractor shall maintain adequate stock of frequently required spares/ consumables for rectification works so as to ensure that the faults are rectified immediately without any downtime. It shall be the responsibility of the contractor to provide special tools, always in readiness, so that break downs are attended immediately on their occurrence.

4 IFCI reserves the right to terminate the contract without assigning any reasons whatsoever giving three months notice to the contractor. Similarly the contractor will also have to give three months notice in case contractor wants to discontinue the contract.

5 The rates quoted by the bidder will remain firm during the currency of the contract. The possible revision in minimum rate of wages that may occur during the currency of the contract/extension of the contract, has to be taken into account in advance by the contractor/bidder while quoting the rates. IFCI shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.

6 Details of cases pending with any Court of Law, if any, status thereof, to be submitted.

7 The Contractor will have to pay at least minimum rates of wage, circulated from time to time by Govt. of Delhi under the Minimum wages Act, to the personnel deployed by him at IFCI. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labour Department.

8 The contractor shall be liable for indemnifying the IFCI from any liability on account of his employees and/or meeting any Statutory Obligations required under labour Laws of the Central/State Government(s). IFCI will therefore not assume any responsibility thereto.

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

9 IFCI reserves the right to reject any of the offers at technical/financial stage, if the same is not upto the expectation of IFCI.

10 The employee of contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working and will be liable for immediately replacing the individual employee if the services rendered by him are not found to be satisfactory.

11 IFCI is not responsible for any injury/death caused to the employees provided by contractor at IFCI. It will be the responsibility of contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by IFCI in this regard.

12 Thorough checking of staff during entry/exit would be made by IFCI's security guards.

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

## TENDER FORMS

Annexure-1

### BIDDER INFORMATION

Date: \_\_\_\_\_

S. No.	Particulars/Details	
1	Name of the Bidders/ Firm	
2	Communication Address	
3	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
4	Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
5	Alternate Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
6	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
7	ESI Number & DATE (Valid ESI code required)	
8	PAN	
9	TIN No.	
10	VAT No.	
11	Company Registration No.	
12	Service Tax Registration No.	
13	Income Tax Return for last 3 years.	
14	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
15	Particular of Tender Fee	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

16	Particular of Earnest Money Deposit (EMD)	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
17	The bidder should have office in Delhi/NCR for the last 3 years.	
18	The bidder should have Average Annual Turnover at least 5 crores in last 3 year ending March, 31 <sup>st</sup> 2015.	
19	Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the services/quality as well as the past performance of your organization.	
20	Whether, MSME, if yes, attached valid copy of certificate.	
21	Whether you accept all the terms and conditions of the tender; Yes/No	

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

Date:  
Place:

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

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure-2

A. Details of Similar Experience: Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) etc. in High rise building or multistoried modern building during the last 5 years.

Sl. No.	Name & Address of the client, Concerned Person and contact/ Mobile No	Name and Location of work	Specify TR Capacity of HVAC system maintained	No. of Floor in Building in which O& M carried out	Value of Work (In lakh)	Contract Period (from_To__)	Completion/ Performance Certificate enclosed 'Yes' or 'No'	Any other information you would like to give
1	2	3	4	5	6	7	8	9

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

B. Details of Technical and skilled manpower

Ser. No.	Name and Designation	Qualification	Experience	Any Other Information
1	2	3	4	5

C. Financial Capability: Average Annual Turn Over of the bidder during the last 3 years

Ser. No.	Financial Year	Turnover (Rs. in lakh)
1	2012-13	
2	2013-14	
3	2014-15	
	Average	

(Fill up the above table and Enclose copy of Turn over certificates, profit/loss statement certified by any Chartered Accountant.)

Date:  
Place:

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

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -3

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://ifci.etenders.in> and /or [www.ifcilttd.com](http://www.ifcilttd.com) as per advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date:  
Place:

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

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -4

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

Offer Reference No.....

Dated:.....

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Specification No:.....

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

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

- i) Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IFCI.
- ii) Notice Inviting Tender (NIT)/ (Technical Bid)
- iii) Financial Bid
- iv) Documents referred to in tender document
- v) Forms and Procedures

Should our Offer be accepted by IFCI for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by IFCI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

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

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -5

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

---

To,

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

Dear Sir,

Sub: Declaration by Authorised Signatory

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

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney/Authorization letter

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -6

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

To,

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

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: i) NIT/Tender No.....,  
ii) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Place:

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -7

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

---

To,

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

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: i) NIT/Tender No.....  
ii) All other pertinent issues till date

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

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

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

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

Thanking you,

Yours faithfully,

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

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -8

**DECLARATION FOR RELATION IN IFCI**

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

-----  
To,

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

Dear Sir,

Sub: Declaration for relation in IFCI

Ref: NIT/Tender No. \_\_\_\_\_

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in IFCI

Tick( )any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in IFCI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in IFCI and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -9

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

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

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NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

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

Hence, I/We M/s \_\_\_\_\_  
who are submitting offer for providing services to IFCI \_\_\_\_ against Tender Specification No. \_\_\_\_\_ hereby undertake to comply with the following in line with Information Security Policy of IFCI \_\_\_\_\_, \_\_\_\_\_

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

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

Date:

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -10

DECLARATION

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

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

Ref: 1) NIT/Tender No. \_\_\_\_\_

Dear Sir,

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

Date:  
Place:

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

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

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure -11

(On Company Letter Head)

Ref No.

Dated: \_\_\_\_\_

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

CERTIFICATE

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

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

Regards

Signature  
(Name of the Concerned Person)

For & on behalf of (Name of Company)

Seal of the Company

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure-12

UNDERTAKING

(To be executed on Company letter head)

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

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

Signature of Authorized Person:

Name:

Date:

Place:

Address:

Company Seal

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure-13

(On Company Letter Head)

Ref No.

Dated: \_\_\_\_\_

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

CERTIFICATE

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

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

Regards

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

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure-14

LOI/AWARD LETTER/WORK ORDER FROMAT

No.

Date:

To

Dear Sir,

Re: Name of Work

This has reference to the following:-

- a) Our invitation of bids, NIT/Tender Notice No. ....dated .....
- b) Tender Document on the above subject.
- c) Your bid reference No. .... dated .....
- d) Opening of Technical Bid on ..... at .....at IFCI Tower, Nehru Place, New Delhi
- e) Opening of Financial Bid on ..... at ..... at IFCI Tower, Nehru Place, New Delhi
- f) IFCI Ltd. (IFCI) and ..... (...../The Contractor)

2. In this connection, IFCI is pleased to award .....(Name of Work) at Registered Office IFCI Tower, 61-Nehru Place, New Delhi-110019, from ..... to ..... at 1<sup>st</sup> year contract value of Rs...../- (Rupees ..... Only) and 2<sup>nd</sup> year Contract Value of Rs...../- (Rupees .....only), plus applicable taxes, i.e. total contract value of (1<sup>st</sup> + 2<sup>nd</sup> year) Rs...../-(Rupees.....only) plus applicable taxes. The scope of work, ITB, special/ general terms and conditions as per the tender, corrigendum/addendum if any, various declarations submitted as part of the bid, as more specifically defined in the Tender, will form a part of the contract. You will provide and maintain highest standards of performance, comprehensive services and proper upkeep of all areas under contract during the period of the contract and all maintenance required thereto.

3. Further, you are required to furnish a Security Deposit equivalent to 10% of the average contract value of 1<sup>st</sup> year and 2<sup>nd</sup> year, i.e. Rs...../- (Rupees ..... only) in the form of Pay Order/ Demand Draft/ Bank Guarantee (as per prescribed proforma) valid up-to Contract period + 3 months on or before signing the contract agreement with all agreed terms and conditions of the contract.

4. During the period of the above said contract, in case your services are found to be unsatisfactory and breach of any terms & conditions observed, IFCI may terminate the aforesaid contract as per the terms of the tender document and your company will be disqualified from participation in future tenders/bids of IFCI.

5. You are advised to make necessary arrangements for deploying your manpower as per the said contract and take over the work/site from the existing vendor/contractor in good working/trouble-free condition. After taking over the system, you have to ensure that all the system/services should work without any problem from .....

6. The Contractor is required to execute contract agreement for the said work as per the prescribed proforma on a non-judicial stamp Paper of Rs.100/- within 15 days from the date of the LOI/Award Letter/Work Order. The contractor shall pay for all stamps duty and legal charges, incidental expenses, if any.

7. Please return the duplicate copy of this letter duly signed by your authorized signatory as a token of your unconditional acceptance.

Yours faithfully,

(Signature of issuing officer)

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

Annexure-15

**CONTRACT AGREEMENT FORMAT**  
(To be executed on Non-judicial Stamp Paper of Rs.100/-)

This agreement made this day of .... day of ....., 2016 between IFCI Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi-110019, (hereinafter referred to as "IFCI", which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the ONE PART.

AND

M/s .....Name and address of contractor..... (hereinafter referred as "Contractor") of the SECOND PART which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the SECOND PART.

AND WHEREAS

- A. IFCI is desirous of availing the services for .....(Name of work)..... hereinafter referred to as "(The work)" at its Registered Office at IFCI Tower, 61, Nehru place, New Delhi-110019 (hereinafter referred to as "IFCI Tower");
- B. The Contractor has represented that the Contractor is sufficiently equipped to carry out and possesses extensive experience in the field of (.....Name of work.....) in accordance with the terms and conditions prescribed in this regard;
- C. In response to an invitation of NIT/Tender No. .... dated ..... issued by IFCI for .....(Name of Work)....., the Contractor submitted his/their offer dated ..... and whereas IFCI relying upon the representation of the Contractor has accepted the offer of the Contractor on the terms and conditions specified in the Letter of Intent No./Award Letter/Work Order No. .... dated ..... read with the reference cited therein and also the terms and conditions laid down in the NIT issued/ published in the newspapers and mentioned in IFCI website [www.ifcilt.com](http://www.ifcilt.com) and or <http://ifci.etenders.in>.
- D. The tender documents including the notice letter, inviting tender, instruction to bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/addendum if any, Bill of Quantities (BOQ)/Price schedules, General obligation, Specifications, Drawings, Plans, Time schedule of completion of jobs, Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as "Mutatis Mutandis" form part of this Contract though separately set out herein and are included in the expression " the Contract" wherever herein used.

NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

1. This Agreement shall come into force with effect from ..... and shall remain in force till .....
2. That the Contractor shall carry out/ execute the work of (...name of work...) more particularly described in the Tender specifications of NIT- .....(....name of work.....) read with scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of bid by the Contractor which form a part of the Contract.

Comprehensive Contract for Operation and Maintenance of Electro Mech. Services (HVAC and related systems and services) at IFCI Tower, 61 Nehru Place, New Delhi

3. The contractor has furnished to IFCI Security Deposit equivalent to 10% of the average contract value of 1<sup>st</sup> year and 2<sup>nd</sup> year in the form of Demand Draft/Pay Order/Bank Guarantee for sum of Rs...../-, towards satisfactory performance and completion of the Contract.

4. That in consideration of payments to be made to the Contractor by IFCI in accordance with LOI /Work order dated ..... given by IFCI prior to this agreement, the Contractor hereby covenants and undertakes with IFCI that the contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.

5. That the Contractor shall be deemed to have carefully examined the workload specified in the tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed buy him.

6. That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by IFCI for this purpose.

7. That IFCI shall be entitled to deduct from the Contractor's running bills or otherwise income tax or such other taxes as provided in the Income Tax or law of land.

8. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on IFCI and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to IFCI or Contractor's obligations shall remain unaffected.

9. The Contractor shall duly comply in all respects, with the provisions of all statues, rules and regulations applicable to it and/or its employees including but not limited to the Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Act or other statutory rules, regulations, bye-laws as applicable or which become applicable in future.

10. That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.

11. That all documents signed/submitted/agreed upon by the Contractor specified in the scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of the bid, will form part of this Contract.

12. That the Contractor shall pay to the workers deployed by him at IFCI as proposed in the offer referred above.

13. The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.

14. The Contractor shall indemnify and keep indemnified IFCI against all claims, demands, suits and proceedings whatsoever that may be brought or made against IFCI by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which IFCI may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.

15. The Contract hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.

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16. Notwithstanding anything contained herein above, IFCI shall have the right to terminate this Agreement at any time during its currency by giving three months' notice to the Contractor without assigning any reason and IFCI shall be entitled to recover any money becoming due under this Agreement from the Contractor.

17. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the CEO & MD of IFCI and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Delhi and the courts at Delhi alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_

For and on behalf of the Contractor or by an authorized person or holding a valid Power of Attorney in the presence of \_\_\_\_\_  
for and on behalf of IFCI Ltd. in the presence of \_\_\_\_\_

1.  
Witness: \_\_\_\_\_ Witness: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

2.  
Witness: \_\_\_\_\_ Witness: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

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Annexure-16

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**  
(To be executed on Non-judicial Stamp Paper of Rs.100/-)

To  
IFCI Limited  
IFCI Tower, 61 Nehru Place  
New Delhi-110019

Bank Guarantee No.:  
Date:  
Amount:  
Valid upto:

THIS DEED OF GUARANTEE made this \_\_\_\_Day of \_\_\_\_, 2016, by The Name of Bank \_\_\_\_\_, a banking company incorporated under Banking Companies Act, 1970, / Company Act, 1956 having its Head Office at \_\_\_\_\_ and having Branch at \_\_\_\_\_ (hereinafter called the Bank, which expression shall unless repugnant to the context and meaning thereof includes its successors).

In favour of

M/s. IFCI Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi-110019, India (hereinafter called "the Employer/IFCI", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns).

WHEREAS the Employer and M/s (Name of the Contractor/\_\_\_\_\_, having their Registered Office at (Address of the Contractor\_\_\_\_\_ (hereinafter called "the Contractor", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns) have issued Award Letter/LOI No. .... dated ..... whereby the Contractor has agreed to carry out the workof "(Name of work \_\_\_\_\_" subject to the terms therein contained.

AND WHEREAS in accordance with the terms and conditions of the Agreement, the Contractor has agreed to furnish a Bank Guarantee to the Employer in the form acceptable to the Employer, for a sum of Rs. \_\_\_\_\_(Rupees\_\_\_\_\_ ) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish an irrevocable guarantee in favor of the Employer to duly secure the performance by the Contractor of its obligations under the Agreement of Services on the terms and conditions herein contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of Contractor's non-performance, non-observance and non-compliance of the same for any reasons, the Bank shall absolutely, irrevocably and unconditionally without any right of set off or counter claim, forthwith upon receipt of a written demand by the Employer and without demur or protest and without reference to the Contractor pay to the Employer a sum not exceeding Rs. \_\_\_\_\_. A demand so made by the Employer shall be final and binding on the Bank and the Bank shall be obliged to pay the amount demanded forthwith to the Employer.

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2. The Bank's liability under this Guarantee is restricted to Rs. \_\_\_\_\_/-
3. The decision of the Employer, for the time being in force, or at any time thereafter as to the non-performance, non observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, of the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
4. Any demand for payment under the Guarantee shall be made on the Bank by the Employer in writing at The Name of Bank \_\_\_\_\_with address \_\_\_\_\_ and shall be deemed to have been sufficiently made by the Employer if the writing containing the demand is sent and received by the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to .....
6. As between the Bank and the Employer (but without affecting the Contractor's obligations) the bank shall be liable under this Guarantee as if it were the sole Principal Debtor. The bank's liability hereunder shall not be discharged nor shall its liability be affected by:
  - (i) Any time, indulgence, waiver or consent at any time given by the Employer to the Contractor;
  - (ii) Any amendment to the Agreement;
  - (iii) The making or the absence of any demand by the Employer on the Contractor or any other person for payment;
  - (iv) The enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
  - (v) The illegality, invalidity or unenforceability of any defect in any provision of the Agreement or of any of the Contractors obligations there under;
  - (vi) The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative receiver of the contract or

Provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger or amalgamation or reconstruction or the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.
8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise, defenses, setoffs, counter claims, recoupment, reductions, limitation and impairments.
9. The Employer shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the contractor or to postpone from time to time any of the powers exercisable by the Employers against the contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank provided that nothing contained hereinabove extends or enlarges the liability of the Bank under this guarantee.
10. The Bank waives any right requiring the Employer to proceed first against the Contractor or requiring the employer to first enforce any other security or any other guarantee.

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11. The Bank agrees and confirms that its obligation to make payment to the Employer on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of the Employer the legal consequence of which may be the discharge of the Bank as guarantor.

12. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the bank has full power to enter into and performance and discharge its obligations undertaken hereunder and this his Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.

13. This guarantee shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in New Delhi.

14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched and acknowledged as received as follows:

IF to the Bank:

The Name of Bank and Address

\_\_\_\_\_  
\_\_\_\_\_

IF to the Employer:

IFCI Limited  
IFCI Tower  
61, Nehru Place,  
New Delhi-110019.

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of immediately after the date of transmission with confirmed answer back if transmitted by e-mail, telex, cable or facsimile, whichever shall first occur.

15. Any forbearance or indulgence on the part of the Employer in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

16. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained herein above

- (i) Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_
- (ii) The Bank guarantee shall be valid up to Contract period (+) 3 months i.e. \_\_\_\_\_ and
- (iii) It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before till expiry

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date \_\_\_\_\_, failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

For Name of Bank \_\_\_\_\_

Manager

Place: New Delhi

Date: \_\_\_\_\_

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Annexure-17

## Financial Bid

### SCHEDULE OF RATES

(To be submitted in Financial Bid)

Job Description	Comprehensive amount (excluding Taxes)		
	(A)	(B)	(A+B)
Electro-Mech. Services (HVAC) at IFCI (Tower/Car Parking ) All Inclusive comprehensive Operation & Maintenance HVAC/Central Air Conditioning, Plumbing system, Ventilation, Water Supply and Drinking Water System, Cassette ACs, Multi-Split ACs, Precision ACs including its RO system, chillers, cooling towers, pumps, motors, Air fans, and other related systems/sub-systems/services connected with above systems and its repair/ maintenance/ replacement including supply of spares and consumables, top up GAS/oil and its consumables etc.  Estimated/ approximate deployment plan-  Overall Site Engineer- 1 Supervisor- 1 Electrician – 1 Mechanic- 1 Operators- 5 Helpers - 6  Total- 15	Comprehensive amount for 1 <sup>st</sup> year (excluding Taxes)	Comprehensive amount for 2 <sup>nd</sup> year (excluding Taxes)	Total amount of 1 <sup>st</sup> and 2 <sup>nd</sup> year (excluding Taxes)
Total Amount in words (A+B):			

Note:

1. Evaluation of Financial bids will be based on total amount of 1<sup>st</sup> year and 2<sup>nd</sup> year (excluding taxes) i.e. A+B quoted by the bidder.
2. Monthly charges shall be arrived at dividing the yearly amount by Twelve (12).
3. Submission in any other format may result in cancellation of the offer.