IFCI Ltd. - <u>Inviting Quotation for Security Services at Patna Regional Office</u>

IFCI Ltd. requires services of security personnel for its office premises at Patna Regional Office, for a period of one year from 01/12/2016 to 30/11/2017. Accordingly quotations are invited from reputed security agencies having sound background with minimum 05 years of experience in providing security services.

2. Interested parties may send their offer for the above, in a sealed cover super scribed on top of the envelope "Offer for Security Services at IFCI Ltd. Patna Regional Office", on or before 18/11/2016, to the following address along with a list of present clients and number of guards provided and performance certificates, if any, from the major clients.:

The Deputy General Manager
Patnai Regional Office, IFCI Ltd.
3rd Floor, Block 'C', Maurya Lok Complex,
Dak Bungalow Road,
Patna – 800001.
Ph No. 0612 – 2232027 Mob: +91 9990725977 / 9709200070

3. The financial bid format and terms and conditions of the contract are enclosed as Annexure - I & Annexure – II, respectively.

Deputy General Manager

Encls: As above

Annexure - I

Name of work: Provision of Security Guards at IFCI Patna Regional Office

SCHEDULE OF RATES (Financial Bid)

S.No.	Particulars	Charges Per Security Guard (Rs.) (#)	No. of Guards	Amount (Rs.)
(i)	Minimum Wages			
(ii)	ESI @ %			
(iii)	PF @ %			
(iv)	Bonus (as per minimum limit)			
(v)	1/6 weekly off			
	Total (8 hour duty)			
	Service charges			
	Total			
Note	**# As per prevailing minimum wages as on date of Bihar Govt. (Attach copy of notification)**			
(+) Taxes Extra, as Applicable				

I. SCOPE OF WORK:

IFCI intends to award the work for Security Guards at our Patna Office for a period of one year from 01/12/2016 to 30/11/2017. The personnel deployed by the contractor should be duly qualified and trained to the satisfaction of IFCI, having 3 years' experience of security and should have been with your Security Agency for a period of not less than 2 years. The following minimum criteria are to be adhered to for carrying out the duties/works as per requirement.

1. Security Guard with following requirements:-

   i) He/ She should be minimum 10th Class Pass.
   ii) He should be within the age group of 23-45 and have a good built up, free from all illness.
   iii) He should have minimum 1 years' experience with your firm.
   iv) He should have undergone one month Basic Security Guard Training Programme Level-I from a recognised training institute/ trainer.
   v) He should have elementary knowledge of different type of in built in fire fighting equipments in high rise building.
   vi) He should have ability to identify a person through photo I-card, E-card, etc., with emphasis on the possibility and security risk of their misuse.
   vii) He should have sufficient knowledge of operating and controlling electronic security gadgets e.g. basic of PC, CCTV, baggage x-ray scanner, handling and use of wireless communications devices etc.
   viii) He should have perfect idea of Access Control, anti sabotage check and identification of explosives and improvised explosive devices.
   ix) Elementary knowledge/orientation about bio-metric access system.
   x) As a first responder he should have basic idea of how to react in emergency like fire, earth quake, terrorist attack, sabotage etc. and his co-ordinative role.
   xi) He should have ability for identification of a suspect, through body language.

2. The Contractor should also submit sample of photograph of each in uniform of security personnel and also submit proof of Registration under "Private Security Agencies Regulation Act, 2010 (PASARA).

3. Special Dress: Ceremonial items (Leather Belts, Caps Peak, White spades for boots, Line yard, Mufler/Tie, Ankle leather boots) to be provided to guards for special duties without any extra charges to IFCI to be issued to your guards required for special VIP duties. During rainy and winter seasons Rain coats, Overcoats, Six feet long bamboo sticks, Whistles etc.) should be provided to the guards without any extra charges to IFCI.

4. The above services are required on 24 hours basis for 365 days a year including Sundays, Festivals, National Holidays/ Holidays without any overtime. The above services are required on monthly job basis. Adequate number of personnel would be deployed by the contractor in suitable shift duties. Exact working hours will be fixed in consultation with Officer-in-Charge of IFCI. IFCI reserves the right to modify the requirements of personnel on need basis from time to time. The charges for extra deployment would also be accordingly modified based on prevailing Minimum wages.

5. A list of persons deployed, together with their qualification, experience and copies of the appointment letters have to be submitted to IFCI. The contractor has to arrange for the latest police verification from the parental police station of the employee as well as from the present residential address police station of the persons deployed within one month of the award of work and would issue name badges and I-Cards to the deployed personnel. Any subsequent changes in the deployment of personnel shall be notified in advance.

6. The contractor may inspect the building/premises thoroughly, before quoting for the work.

7. The contractor shall assist IFCI to maintain liaisoning with Police Department or any statutory body on behalf of IFCI from time to time to get any permission, licenses, permit etc. as required.

8. The contractor will maintain an inventory with regard to above services (at IFCI premises).

II. SPECIAL CONDITIONS OF THE CONTRACT (SCC):

1. The contractor shall deploy adequate experienced manpower including relievers (at least the stipulated number) (with minimum 2/3 years' experience) in respective areas of their duties at the site in appropriate shift duties. The services of the personnel deployed at sites, shall be made available round the clock including Sundays and holidays without any extra payment. IFCI will not be responsible for any overtime payments to the personnel deployed by the contractor for any reason whatsoever. Duty allocation and 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, experience and copies of appointment letters shall be submitted to IFCI immediately on commencement of the contract. IFCI reserves the right to advise replacement/change the manpower deployed by the contractor, if his service is not found satisfactory. In case the proposed manpower deployed by the contractor is increased/decreased, as and when directed by the IFCI Office, the monthly charges will also be increased/decreased proportionately.

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

3. The Contract would be for a period of one year from the date of award of contract and the same could be extended/renewed on the basis of performance at the sole discretion of IFCI. IFCI reserves the right to alter the scope of work at any stage and the monthly charges would be appropriated accordingly. IFCI reserves the right to terminate the contract without assigning any reasons whatsoever giving two month's notice to the contractor. Similarly the contractor will also have to give two months notice in case the contractor wants to discontinue the contract.

4. The rates will be revised only if any change is made in rates of Minimum Wages by statutory modifications.

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

6. The Contractor will have to pay at least minimum rates of wage, circulated from time to time by the respective State Govt. 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.

7. 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.

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

9. Payment Terms: The payment would be made on monthly basis after the close of each month against the invoice of the contractor. The Monthly bill for the above said contract shall be submitted by the contractor by 7th of following month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IFCI due to any reasons, any damages caused by the contractor or his employees, down time etc., as applicable. The payment for the preceding month shall be made on succeeding month on submission of the following documents:-

   a) Photo copies of Wages Payment Sheet for the previous month duly signed by individuals. The contractor shall also submit copies of the appointment letters given to his workforce, once in every quarter of the year.

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

   c) Certificates in regard to payment made in accordance with at least Minimum Rates of Wages as fixed from time to time as per the State Govt. Delhi. The Contractor will furnish every month a certificate to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and IFCI will not assume any responsibility thereto. (Annexure-1)

III. GENERAL CONDITIONS OF THE CONTRACT (GCC):

1. Manpower: The contractor shall deploy adequate manpower (estimated in the financial bid) to the satisfaction of IFCI. Duty allocation and Roaster control shall be the contractor's responsibility. No overtime shall be payable by IFCI for any reason whatsoever. The contractor shall comply with provisions of all the Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act and all other laws as applicable from time to time and should submit monthly certification to that effect along with monthly bills to IFCI.

2. The contractor shall ensure trouble free and smooth operation of the Services at all times. All complaints have to be attended to in minimum agreed time, as per industry norms/practice, failing which, IFCI will be at liberty to get the work done on its own and recover the costs incurred from monthly bills, if the contractor fail to do the desired job.

3. The Contractor shall maintain the following records and log books during the contract period:-

   (a) Log books to be maintained in consultation with IFCI officer in charge.

   (b) Necessary records of the services/work carried out will be maintained and the same got countersigned by the officer-in-charge of IFCI.

4. The contractor shall keep proper upkeep of all areas under the contract.

5. IFCI will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. It is expressly understood that the manpower deployed by the contractor are not on the rolls of IFCI and no legal relationship of whatsoever subsists between IFCI and such personnel employed by the contractor.

6. This being a pure works contract, the personnel engaged by the contractor and deployed by him at IFCI premises will be in no way be deemed as working under employment of IFCI and there shall not exist any employer-employee relationship between IFCI and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with IFCI either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and IFCI will have no responsibility, whatsoever.

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

8. 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.

9. 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.

10. 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 workforce.

11. 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.

12. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan. Copy of the same should be submitted along with the first bill.

IV. DESPATCH INSTRUCTIONS:

1. The General Conditions of Contract form part of the bid document specifications. **All pages of the bid documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof**. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.

2. Bidders are advised to study all the bid documents carefully. Any submission in bid shall be deemed to have been done after careful study and examination of the bid documents and with the full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Bid Specification or find discrepancies or omissions in the scope of work or the bid 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 bid 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 bid 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 bid enquiry may result in the rejection of the tender.

v. SUBMISSION OF BIDS:

1. The bidders must submit their bids to Officer inviting bid as per instructions. **The bids received after the specified time of their submission are treated as `Late Bids' and shall not be considered under any circumstances.**

2. Bids shall be opened by authorized officer of IFCI at his office at the time and date as specified in the document, in the presence of such of those bidders or their authorized representatives who may be present.

3. Bids whose bids are found techno-commercially qualified shall be informed the date and time of opening of the Financial Bids and such Bids may depute their

representatives to witness the opening of the price bids. IFCI's decision in this regard shall be final and binding.

4. 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.

VI. 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.

i) INCOME TAX PERMANENT ACCOUNT NUMBER

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

ii) ORGANISATION CHART

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

iii) An attested copy of the Power of Attorney, in case the bid is signed by an individual other than the sole proprietor.

iv) Proof of Turnover

v) Proof of Net Profit

vi) Proof of Monthly Billing

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

viii) Evidence of minimum Five years experience

ix) IN CASE OF INDIVIDUAL TENDER

His /her full name, address and place & nature of business.

x) IN CASE OF PARTNERSHIP FIRM

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

xi) IN CASE OF COMPANIES

Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished)

Nature of business carried on by the company and the provisions of the Memorandum relating thereof

xii) The Contractor should submit details of the terms and conditions of the personnel deployed by him at IFCI at the end of every quarter while submitting his monthly bill for payment. The contractor shall also ensure the police verification of each and every person deployed by him at IFCI.

VII. LANGUAGE:

i) 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 bids, the metric system of units shall be used.

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

VIII. AUTHORISATION AND ATTESTATION:

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

IX. SECURITY DEPOSIT:

Upon acceptance of bid, the successful Bidder is required to deposit an amount equivalent to 10% of the Annual Contract Value, as Security Deposit in the form of Pay Order/Demand Draft in favour of "IFCI Ltd." The Security Deposit shall not carry any interest.

X. VALIDITY OF OFFER:

The rates in the Bid shall be kept open for acceptance for a minimum period of Six Months from latest due date of offer submission (including extension, if any).

XI. EXECUTION OF CONTRACT AGREEMENT:

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

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

XII. REJECTION OF BID AND OTHER CONDITIONS:

i) IFCI reserves the right to accept or reject the bids without assigning any reason whatsoever.

ii) Conditional bids, unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the bid conditions, specifications etc., are liable to be rejected.

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

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

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

vi) The Bid 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 price bids and late bids shall be returned to the bidders.

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

XIII. LAW GOVERNING THE CONTRACT AND COURT JURIDICTION:

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

XIV. COMMENCEMENT OF WORK:

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

b. If the contractor fails to start the work within stipulated time as per LOI or as intimated by IFCI at its sole discretion will have the right to cancel the contract.

c. All the work shall be carried out under the direction and to the satisfaction of IFCI.

XV. RIGHTS OF IFCI:

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

b) To terminate the contract or get any part of the work done through other agency or deploy IFCI's own/hired/otherwise arranged resources, at the risk and cost the contractor after due notice of a period of two weeks by IFCI in the event of:

i) Withdrawal from or abandonment of the work before completion of the work

ii) Corrupt act of Contractor

iii) Insolvency of the Contractor

iv) Persistent disregard to the instructions of IFCI

v) Assignment, transfer, sub-letting of contract without IFCI's written permission

vi) Non fulfilment of any contractual obligations

vii) In the opinion of IFCI, the contractor is overloaded and is not in a position to execute the job as per required schedule

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

XVI. RESPONSIBILTIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKS ETC.:

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

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

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

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

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

vi) Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

vii) The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

viii) The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

ix) The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

x) All safety rules and codes applied by the IFCI at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be

indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

xi) The contactor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

xii) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by IFCI/Customer. The contractor has to assist in HSE audit by IFCI/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of IFCI/Customer.

xiii) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly singed by the contactor's representative should be furnished to IFCI site for record purpose, if so called for.

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

XVII. Maintenance of Registers and forms:

The contractor shall be responsible to maintain the following registers/forms as required under the prevalent labour laws in force from time to time.

a. Form XIII - Register of workmen employed by contractor (Rule 75).
b. Form XIV - Employment card issued by contractor (Rule 76).
c. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
d. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
e. Form XVII - Register of wages-cum Muster Roll (in case of weekly payment).
f. Form XIX - Wage slip (Rule 78 (b)).
g. Form XX - Register of deduction for damages or loss (Rule 78(1)(a) (ii)).
h. Form XXI - Register for fines (Rule 78 (1) (a) (ii)).
i. Form XXII - Register of advances (Rule 78 (1) (a) (ii)).
j. Form XXIII - Register of overtime (Rule 78 (1) (a) (iii)).
k. Form XXIV - Register to be sent by the contractor to licensing officer (Rule 82) (1).

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

XVIII. INSURANCE:

i) It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the IFCI in the area of project which are in force from time to time will have to be followed by the contractor.

ii) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.

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

XIX. STRIKES & LOCKOUT:

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

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

XX. FORCE MAJEURE:

The following shall amount to Force Majeure:-

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

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

XXI. ARBITRATION & RECONCILIATION:

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

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

iii) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration

proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

iv) The cost of arbitration shall be borne equally by both the parties.

v) Work under the contract shall be continued during the arbitration proceedings.

XXII. 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.

XXIII. MONTHLY PAYMENT:

i) The payment would be made on Monthly basis after the close of each month against the invoice of the contractor. The monthly bill for the above said contract shall be submitted by the contractor by 7th of following month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IFCI due to any reasons, any damages caused by the contractor or his employees, down time etc., as applicable. The payment for the preceding month shall be made on succeeding month on submission of the following documents:-

ii) Photo copies of Wages Payment Sheet for the previous month duly signed by individuals.

iii) Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate.

iv) Certificates in regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt., Delhi Administration or the Central Govt. whichever is higher. The Contractor will furnish every month a certificate to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and IFCI will not assume any responsibility thereto. (Specimen given below)

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

ANNEXURE- II

(On Company Letter Head)

Ref No. Dated: _____
IFCI Ltd.

Patna

CERTIFICATE

It is certified that all the dues of personnel deployed at IFCI Site, for the existing contract, have been paid up to ……. -2016, 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 compiled with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and IFCI will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

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

Regards

Signature
(Name of the Concerned Person)

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