



TENDER

FOR

SELECTION OF CONTRACTOR FOR PROVIDING FACILITY  
MANAGEMENT SERVICES INCLUDING MAINTENANCE  
AND OPERATION ACTIVITIES FOR IWAI OFFICE CUM R&D  
COMPLEX AT NOIDA

TENDER No. IWAI/PR/BLDG/95/2017

INLAND WATERWAYS AUTHORITY OF INDIA (IWAI)  
(Ministry of Shipping, Govt. of India)  
A-13, Sector-1, Noida-201301 (U.P.)

DECEMBER 2017

## DISCLAIMER

1. This Tender Document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender Document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender Document.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document and it is not possible for IWAI to consider particular needs of each party who reads or uses this Tender document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the Facility Management Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any FMCs or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this Tender Document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issuance of this Tender Document does not imply that IWAI is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender Document. Such revisions to the Tender Document / amended Tender Document will be made available on the website of IWAI.

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## **SECTION-I: NOTICE INVITING E-TENDER**

## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301

Tel (0120) 2522971: Fax (0120)2522969

Email: [secy@iwai.gov.in](mailto:secy@iwai.gov.in)

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

### NOTICE INVITING E-TENDER

**a) Introduction:**

Inland Waterways Authority of India (IWAI) invites online Bids **from the reputed FMCs/Companies/Firms** of India in two cover system (Cover – I: Qualification Bid and Cover – II: Financial Bid) for “Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office cum R&D Complex at Noida”.

**b) Critical Data sheet:**

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI’s website “[www.iwai.nic.in](http://www.iwai.nic.in)” and shall pay Rs. 1,000/- (Rupees One Thousand only) as the cost of Bid document by depositing to IWAI fund.

<b>Estimated Cost of Works</b>	<b>INR 1.45 Crores</b>
<b>Cost of Tender Document</b>	<b>INR 1000/- (Indian Rupees one Thousand Only)</b>
<b>Document Download Date</b>	<b>15-12-2017</b>
<b>Date of submission of pre-bid queries</b>	<b>22-12-2017</b>
<b>Pre-bid meeting</b>	<b>26-12-2017 at 1530 hrs</b>
<b>Bid Submission Last Date</b>	<b>15-01-2018 up to 1500 hrs</b>
<b>Technical Bid Opening Date</b>	<b>16-01-2018 at 1530 hrs</b>
<b>Financial Bid Opening Date</b>	<b>To be intimated later.</b>

**c) Scope of the work:**

In brief, the Scope of Work for the appointed firm shall be providing Facility Management Services including maintenance and operations activities at

IWAI's Head Office in Noida as per the terms and conditions and technical specifications stipulated in the Tender Document. The Contract is extendable on yearly basis on satisfactory performance. The detailed Scope of Work shall be as described in the Section-VI of this Tender Document.

**d) Method of Selection:**

Bidder will be selected under Cost Based Selection-L1 (CBS) and procedures described in this Tender Document.

**e) Clarifications:**

Clarification/Query if any on the Tender Document shall be obtained from the following address:

**The Secretary**

**Inland Waterways Authority of India**

**A-13, Sector – 1,**

**Noida-201301**

**Tel: (0120) 2544036, Fax (0120) 2544041**

**Email id: [secy@iwai.gov.in](mailto:secy@iwai.gov.in)**

**Website: [www.iwai.nic.in](http://www.iwai.nic.in)**

f) IWAI reserves the right to accept or reject any or all Tenders without assigning any reason and no correspondence shall be entertained in this regard.

**Secretary  
IWAI, Noida**

## **SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)**



## **1. Background**

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). In April, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 The objective of this tender is selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Building in Noida.

## **2. Introduction**

- 2.1 The Employer will select Facility Management Contractor (FMC) / Bidder for providing Facility Management Services in accordance with the evaluation process and method of selection specified in clause 15 & clause 16.2 Section-II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Scope of Work.
- 2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without assigning any reason thereof.

## **3. Bidder Eligibility Criteria**

The Bidders shall meet the following pre-qualification criteria: -

- 3.1 Bidder may be a firm that is a private entity or a Government owned entity. Bidders that are Government owned entity in the employer's country may

- participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the employer.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-FMC, the bidder shall submit similar completion certificate awarded to it by the main FMC.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during each of the last three (03) years ending 31st March of the previous financial year should be as mentioned in clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5 Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public-sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6 The similar work experience of parent company / subsidiary / sister Company of the Bidder shall not be considered.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as per Form 4E.
- 3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by judicial Employer or a judicial pronouncement against the Bidder, nor been expelled from any project

or agreement nor have had any agreement terminated for breach by such Bidder.

3.9 The Bidder shall also indicate following:

3.9.1 The Bidder shall have adequate resources for successful execution of Facility Management Services including maintenance and operation activities. Bidder shall provide a solvency certificate from any nationalized/scheduled bank in India for an amount as indicated in Section - III: Data Sheet.

3.9.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Pre-bid Meeting**

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorised signatory of his / her organisation permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4J, Section IV.

#### **5. Clarifications and Addendums**

5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.

5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure mentioned hereunder:

- (i) At any time before the submission of Bids, the Employer may amend the Tender Document by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment will be uploaded on the Employer's website and will be binding on the FMC. The FMCs shall acknowledge receipt of all amendments. To give FMCs reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)"

## 6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender Document. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

### 6.1 Earnest Money Deposit (EMD)

6.1.1 Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the Concerned Ministry or Department or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, shall furnish EMD of the amounts as mentioned in Section III Data Sheet. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

- i) Name of Bank Account: IWAI Fund
- ii) Bank Name and Address: Union Bank of India, Sector 15 Noida
- iii) Bank Account number: 513202050000007

iv) IFSC: UBIN0551325

6.1.2 Bids not accompanied by EMD shall be rejected as non-responsive.

6.1.3 A part of earnest money is acceptable in the form of bank guarantee also. In such cases, 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited through RTGS and balance may be deposited in shape of Bank Guarantee of any scheduled bank having Validity for six months or more from the last date of receipt of bids.

6.1.4 Part of EMD acceptable in the form of Bank Guarantee shall be deposited as per attached Bank Guarantee format (Annex VI)

6.1.5 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

6.1.6 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.

6.1.7 The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as part of Security Deposit and that given in the form of Bank Guarantee will be discharged when the Bidder has furnished the required Performance Bank Guarantee and signed the Agreement.

6.1.8 The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (iv) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of letter of intent.
- (v) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
- (vi) In case the bidder fails to furnish the prescribed performance guarantee within the prescribed period as mentioned in clause 3 of GCC
- (vii) In case of forfeiture of earnest money, as prescribed in (i) and (vi) above, the tenderer shall not be allowed to participate in the retendering process

of the work.

## **6.2 Cost of Tender Document**

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, are required to pay the cost of Tender Document as mentioned in Section-III of Data Sheet through RTGS, to be deposited in the account, the details of which are mentioned below:

- i) Name of Bank Account: IWAI Fund
- ii) Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi-110001
- iii) Bank Account number: 90622150000086
- iv) IFSC: SYNB0006062

The cost of Tender Document is Non-Refundable.

## **6.3 Bank Solvency**

All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for the amounts as mentioned in Section III Data Sheet. The solvency certificate submitted by the bidder shall not be older than 01 (One) year from the Bid Submission Last Date. In case bidder, does not adhere to this criterion, his bid shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized / Scheduled Bank in India in the name of the bidder.

## **6.4 Taxes**

The Bidders shall fully familiarise themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

## **6.5 Currency**

Bidders shall quote the price of their Assignment/Job in Indian Rupees (INR).

## **6.6 Language**

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this Tender Document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects as per this Tender Document. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query/ clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

## **6.7 Bid Validity**

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional Staff proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

## **6.8 Number of Bids**

A bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

## **7. Conflict of Interest**

- 7.1 Employer requires that selected bidder (FMC) provides professional, objective, and impartial advice and at all times holds the Employer's interests' paramount,

strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.

7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: -

- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build assignment/job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments / jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment / job resulting from or directly related to the firms design and build assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than design and build assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.
- (b) **Conflicting assignment/ job:** A FMC {including its Personnel and Sub-FMC(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the FMC to be executed for the same or for another Employer, for example a FMC hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a FMC assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A FMC (including its Personnel and Sub-FMCs) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Scope of Work of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved



in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 7.3 FMCs have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the FMC fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the FMC during bidding process or termination of its Contract during execution of assignment.
- 7.4 No agency or current employees of the Employer shall work as FMCs under their own ministries, departments or agencies. The contract is liable for cancellation if either the FMC himself or any of his employees or representatives are found to be persons/person who have held class I post under IWAI immediately before retirement and has within one (1) year of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as FMC, or in connection with the execution of the public works, or as an employee of such FMC. If the contract is terminated on account of the failure of the FMC to comply with this clause, IWAI shall be entitled to recover from him such damages as may be determined by the Office in Charge with due regard to the inconvenience caused to IWAI on account of such termination without prejudice to IWAI's right to proceed for legal action against such officer.

## **8. Acknowledgement by Bidder**

It shall be deemed that by submitting the Bid, the Bidder has:-

- 8.1 Made a complete and careful examination of this Tender for "Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida";
- 8.2 Received all relevant information requested from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.

- 8.4 Acknowledged that he does not have a Conflict of Interest; and
- 8.5 Agreed to be bound by the undertaking provided by him under the terms and conditions laid in this tender document.

## **9. Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the FMCs/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the FMCs/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 FMC/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.

- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 9.12 From the favourite's folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Cost of Tender document/ EMD for the amount as specified in Section –III: Data Sheet. The original payment instruments should be received by the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Cost of Tender Document/ EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.

- 
- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure/see that the Bid document submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.

- 9.28 Any Bid document that is uploaded to the server is subject to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

Contact Telephone Numbers: 0120-2549856, 0120-4200462, 0120-4001002, 91-8826246593

## **10. Submission of Bids**

The Hard Copy of original payment instruments in respect of cost of Tender document and Earnest Money Deposit (EMD), must be delivered to the office of Secretary, A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. – 201301, on or before Bid Closing Date & Time. Online Bids submitted without hard copies of original payment instruments towards cost of Tender document and EMD shall automatically become ineligible and shall not be considered for opening of bids. The Cost of Tender Document shall be non-refundable. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must be delivered to the office of Secretary, A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. – 201301, on or before Bid Closing Date & Time.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

## **10.1 Cover-I: Technical Bid**

### **10.1.1 Enclosure – I**

- a. Scanned copy of the proof of Cost of Tender Document as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex – VI (if submitted in the form of BG)
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/Driving licence/Voter's ID etc.) of the authorised representative.
- e. Statement of Legal Capacity as per Form 4K.
- f. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- g. Scanned copy of Form of Tender (Form 4A)
- h. Scanned copy of a signed declaration by the bidders (Form 4G)
- i. Bidders Information Form (Form 4H)
- j. Composition/Ownership/Shareholding pattern of the organization
- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- l. Registration/incorporation certificate of the company/Firm.
- m. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

### **10.1.2 Enclosure – II**

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year i.e. 2014-15, 2015-16 and 2016-17.

- b. Scanned copy of Goods and Service Tax Registration (GST) certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- e. Form 4C of Section IV for Average Annual Turnover.
- f. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- g. Integrity agreement

#### **10.1.3 Enclosure – III**

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for Similar Works executed by the bidder in last seven (07) years. The submitted certificates shall comply to conditions laid in clause 3 of ITB (Bidder Eligibility Criteria). Such Similar Works shall be supplied in Form 4B of Section IV
- c. Copies of work order/agreement with value and status (% completed till submission) in case of on-going work shall be submitted separately as proof of on-going assignments as per Form- 4F of Section IV. The bidder shall also submit, along with Form – 4F, plan/provision to move the existing machinery to the project site when required.
- d. List of litigation history.

#### **10.1.4 Enclosure – IV**

Scanned copies of following, keeping in view the scope of work listed in the Section VI:

- a. Scanned copy of the list of experts / key personnel (Form 4E of Section IV) in compliance of the statutory requirement as mentioned in Scope of Work for carrying out all the contractual obligations.
- b. The Bidder shall submit the work plan indicating the deployment schedule (manpower, equipment) in bar chart format, approach to work etc.

- c. The Bidder shall submit the methodology to be adopted for providing Facility Management Services including maintenance and operation activities.

**It may be noted that the Technical Bid shall not contain any reference to any fee or charges.**

## 10.2 Cover-II: Financial Bid

Financial Bid in excel format (BoQ) provided along with this Tender as Form Fin – 2 shall be used for quoting prices/offer.

- (i) This will contain fixed price contract rates to be charged for completing the work.
- (ii) While working out the price, following points should be noted:
- (a) The FMC will bear the cost of mobilization of the equipment from their present location to IWAI's Head Office at Noida as and when required and de-mobilize the same after work is over. All other incidental costs during the period of facility management services are also to be borne by the Bidder.
- (b) The FMCs will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this work. The price quoted shall also include the expenses of FMC's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, and cost of secretarial staff, their salary, allowances, overhead expenditure etc.
- (c) All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

- 10.3 The total duration for providing Facility Management Services including maintenance and operation activities at IWAI's Head Office in Noida shall be as specified in Section – III: Data Sheet.



**11. Extension of Bid submission date**

The employer may extend the date of submission of bids by issuing an addendum and uploading the same on Employer's website.

**12. Late Proposals**

Online proposals received by the employer after the specified bid submission date or any extension thereof, pursuant to clause 11, shall not be considered for evaluation and shall be summarily rejected.

**13. Liability of the Bidder**

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under clause 9 of ITB, have been read and understood by the bidder.

**14. Modification/Substitution/ Withdrawal of Bids**

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document.

No bid shall be modified after the deadline for submission of bids.

**15. Bid opening and evaluation process**

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders shall not be allowed to influence the Employer in the evaluation process and influencing in any way will result in the rejection of the Bidders' Proposal.

15.2 The employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.

15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of

bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.

- 15.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Scope of Work and by applying the evaluation criteria specified in Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
- 15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11;
- 15.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
- 15.4.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 15.4.4 It does not contain any condition or qualification.
- 15.4.5 It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1.
- 15.5 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.
- 15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and qualified for opening of financial bid, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

15.8 Bidder may, if deemed necessary by them, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf. In case a bidder sends a representative on its behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

## **16. Qualification Criteria and Bid evaluation**

### **16.1 Qualification criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.3 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

#### **16.1.1 Qualification for Facility Management Services**

The Bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar works each costing not less than the amount equal to 40% of the estimated cost, or
- b) 2 similar works each costing not less than the amount equal to 50% of the estimated cost, or
- c) 1 similar work costing not less than the amount equal to 80% of the estimated cost.

Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits

For this purpose, “**Similar Work**” shall mean “providing Facility Management Services including operational and maintenance services like technical services (sub-stations, DG, Firefighting systems etc.), Equipments, housekeeping of building and open area like courtyard, internal lawns etc., waste management, security services etc. for Convention Centre / Luxury Hotels / Resorts / Institutional Campus / Commercial Complexes (Office Complexes, Malls) / Multiplexes / Hospital / Government or PSU offices etc.”

#### **16.1.2 Qualification Criteria for average annual turnover for of the last 3 financial years i.e. 2014-15 , 2015-16 and 2016-17**

At least 100% of the estimated cost to qualify for this work.

### **16.1.3 Qualification Criteria for Equipment and experience**

- 1) For minimum eligibility pertaining to equipment, the Bidder may refer to clause 8 of Detailed Scope of Work.
- 2) Details of Facility Management Services provided in last 7 years, type of activities performed, type of facility, area covered, years of operation and certificate/testimonials from the concerned clients regarding successful completion of the job to substantiate technical capacity of the Bidder required as per Clause 3 and 16.1.1 of ITB.

16.1.4 In case a bidder fails to meet the above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

## **16.2 Bid evaluation**

### **16.2.1 Technical Evaluation**

The Bids shall be evaluated based on the qualification criteria mentioned in Clause 16.1 of ITB. The points earmarked for evaluation of Bids would be as follows:

<b>Sr. No.</b>	<b>Evaluation Criteria (Description)</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Average Annual Turnover</b>	<b>15</b>
1.1	INR 1.45 Crores	5
1.2	More than 1.45 Crores and up to 2.0 Crores	10
1.3	More than 2 Crores and up to 5.0 Crores	12
1.4	More than 5.0 Crores	15
<b>2</b>	<b>Experience of working with Govt. &amp; Quasi – Govt. organizations</b>	<b>5</b>
<b>3</b>	<b>Experience of working on Similar Works</b>	<b>25</b>
3.1	Each Similar Work (max 3 nos.) with total built up area 4500 sq.m.	10
3.2	Each Similar Work (max 5 nos.) with total built up area 3000 sq.m.	10
3.3	Additional Marks Govt. Office Buildings with minimum built up area of 3000 sq.m.	5
<b>4</b>	<b>Number of Manpower on roll</b>	<b>10</b>
4.1	100	6

4.2	More than 100 and upto 200	8
4.3	Above 200	10
<b>5</b>	<b>Number of years in operation</b>	<b>10</b>
5.1	2 years to 3 years	6
5.2	More than 3 years and up to 5 years	8
5.3	More than 5 years	10
<b>6</b>	<b>Approach &amp; Methodology for performing Facility Management Services</b>	<b>20</b>
<b>7</b>	<b>Quality Related Marks</b>	<b>15</b>
7.1	ISO	5
7.2	SA 8000	5
7.3	OHSAS 18001	3
7.4	Any other International Accreditation Certificate	2
<b>8</b>	<b>Total Marks</b>	<b>100</b>

In case a bidder fails to meet the above mentioned qualification criteria and marks scored are less than 70, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.

16.2.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one:

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of bid document.

16.2.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

16.2.4 The lowest priced bidder scoring marks more than 70 marks shall be chosen as L-1 for the award of the work.

16.2.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed rate analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and operating methodology proposed. After evaluation of the rate analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and/or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid.

## **17. Award of Contract**

17.1 The Employer shall issue separate Letter of Award to the selected Bidder and shall notify all other Bidders who submitted their bids about the decision taken.

17.2 The selected Bidder will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in Section VII, within 21 days of issuance of the Letter of Award.

17.3 The FMC is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

## **18. Mobilization of Equipment, Men & Materials**

### **18.1 Mobilization Site**

The FMC shall mobilize all the equipment, materials and manpower as required for the Facility Management Services and as specified in Clause 18 of Data Sheet.

### **18.2 Mobilization Time**

The FMC shall mobilize the desired equipment and manpower within the time frame as specified in Clause 19 of Data Sheet to start the Facility Management Services.

## **19. Ownership of Document and Copyright**

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the FMC to the Employer in hard copies and

editable soft copies in addition to the requirements for the reports and deliverables indicated in the Scope of Work.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Scope of Work without the prior written permission of the Employer. In the case of any deliverables by FMC consisting of any Intellectual Property Rights ("IPR") rights of the FMC, the FMC shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the Works, shall be and shall remain property of the Employer.

## **SECTION - III: DATA SHEET**



## DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	Tender for Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida.
3.	2.1	Method of Selection	CBS (Cost Based Selection) – L1
4.	2.3	Date & time and address for submission of Bid	<b>Date: 15-01-2018</b> <b>Time:</b> Latest by 1500 Hrs (IST) <b>Address:</b> online submission
5.	4	A pre-Bid meeting will be held on	<b>Date: 26-12-2017</b>
6.	5.1	Last date for seeking clarifications	<b>Date: 22-12-2017</b> <b>Email Id:</b> <a href="mailto:secy@iwai.gov.in">secy@iwai.gov.in</a>
7.	6.1	EMD	INR 2.90 Lakhs (INR Two Lacs Ninety Thousand Only)
8.	6.2	Cost of Tender Document	INR 1000/- (Indian Rupees One Thousand)
9.	-	Estimated Cost	INR 1.45 crore
10.	6.3	Bank Solvency	40% of the estimated cost of this work
11.	6.7	Bid Validity	90 days after Bid submission date
12.	3.3	Similar Works	<b>Facility Management Services:</b> As stipulated in Clause 16.1.1 of ITB
13.	-	JV/consortium allowed	NO
14.	3.7	The estimated number of Key	As per Form 4E

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
		Personnel Required	
15.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Similar Works FORM 4C: Average Annual Turnover FORM 4D: Power of Attorney (for authorized representative of the bidder) FORM 4E: List of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidders Information Form FORM 4I: List of the equipment proposed and assessment of the capacity & deployment schedule FORM 4J:Format for pre-bid queries FORM 4K: Statement of Legal Capacity
16.	10.3	Total duration of work	12 months from the date of issue of Letter of Award
17.	15.3	Technical Bid Opening date	<b>Date</b> : 16-01-2018 <b>Time</b> : 1530 hrs (IST)
18.	17.3	Location of Assignment	IWAI's Head Office at Noida
19.	18.1	Mobilization Site	IWAI's Head Office at Noida
20.	18.2	Mobilization Time	30 days from the date of Letter of Award
21.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
22.	-	Make in India	As per policy of Govt of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.

## **SECTION-IV: TECHNICAL BID STANDARD FORMS**

## FORM 4A: Form of Tender

To

Secretary  
IWAI, A-13, Sector -1,  
Gautam Buddha Nagar  
NOIDA - 201301, U.P.

Sub: Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida, Noida.

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, Standard Form & Conditions of Contract, Technical, General and Detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said conditions, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT/ BG in IWAI Account as per the details given therein:

S. No.	RTGS / NEFT		Bank Guarantee		Total EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	
1					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the last date of submission of bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking of India or Multilateral or International Aid Agency/Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and

it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for and on behalf  
of

(Name and address of firm)

M/s .....

Telephone no's.....FAX

No.....

E-Mail id.....

## FORM 4B: Similar Works

### Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an Joint Venture (JV) for carrying similar works under this assignment.]

“Similar Works<sup>1</sup>” have been defined in Clause 16.1.1 of ITB and would mean “providing Facility Management Services including operational and maintenance services like technical services (sub-stations, DG, Firefighting systems etc.), Equipments, housekeeping of building and open area like courtyard, internal lawns etc., waste management, security services etc. for Convention Centre / Luxury Hotels / Resorts / Institutional Campus / Commercial Complexes (Office Complexes, Malls) / Multiplexes / Hospital / Government or PSU offices etc.”

S. No.	Client Name <sup>2</sup> , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work)	Remarks
		Financial <sup>3</sup> value of similar work satisfactorily completed					

**Firm's Name** : .....

**Authorized Signature** : .....

<sup>1</sup> Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

<sup>2</sup> The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

<sup>3</sup> Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

**Notes:**

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case, exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.



## FORM 4C: Average Annual Turnover of Bidder

Sl. No.	Financial Years	Average Annual Turnover of Bidder (INR) in each of Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
<b>Average Annual Turnover</b>		[indicate sum of the above figures divided by 3]

### Certificate from the Statutory Auditor

This is to certify that..... *[Name of the Firm] [Registered Address]* has received the payments shown above against the respective years.

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**

**(Signature of the Statutory / Auditor Seal of the Firm)**

### Note:

1. This Form shall be submitted on the letter head of the Statutory Auditor.

## FORM 4D: Power of Attorney

(For authorized representative of the bidder)

***(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)***

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms. ....son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of . ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida. The selection of FMC for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER**

**OF ATTORNEY ON THIS                      ... DAY OF.....                      ....., 20\*\***

**For ...**

**(Signature, Name, Designation and Address) Witnesses:**

1.....

2. ....

**Accepted**

**(Signature, name, designation and address of the Attorney)**

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the India Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the India Embassy if it carries a conforming Apostille certificate.*

### FORM 4E: List of Key Personnel

Sr. No.	Designation	Name	Qualification	Years of Experience
1	Site Executive			
2	Electrician			
3	HVAC Mechanic			
4	Multi Skill Taskers			
5	Plumber			
6	Mason			
7	Carpenter			
8	Fire Mechanic			
9	Housekeeping			
a	House Boy / Maids			
b	Toilet Cleaning Staff			
10	Security			
a	Security Supervisor			
b	Guards			
11	Gardner			

**Note:**

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the Tender Document.
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior approval from Secretary, IWAI.

### FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of office in-charge	Description of the work Facility Management Services	Value of contract	Value of the work completed till last date of the previous month from the Bid Submission Date	Outstanding / Balance Value of the work till last date of the previous month from the Bid Submission Date	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

## FORM 4G: Declaration by the Bidders

To,

Date:.....

The Secretary,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301

Kind Attention: Secretary, IWAI

Sub: Declaration from the Bidder.

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender document.

I/We hereby make the following declarations:

1.	No alteration has been made in any form in the downloaded Tender document.
2.	I/We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	I/We accept the payment terms of clause 6.0 of Terms of Reference.
4.	I/We provide our acceptance to all Tender Terms and Conditions.
5.	Acknowledgment by Bidder as per Clause 8 of ITB
6.	I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.
7.	I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
8.	I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine.

**Yours Faithfully**  
**(Signature of the Bidder, with**  
**Official Seal)**

## FORM 4H: Bidders Information Form

Bidder name:

*[insert full name]*

Bidder's country of registration:

*[indicate country of registration]*

Bidder's year of constitution:

*[indicate year of constitution]*

Bidder's legal address in country of constitution:

*[insert street/ number/ town or city/ country]*

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above
- In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

**FORM 4I: List of the Equipment's & Consumables**  
(Proposed and assessment of the equipment & deployment schedule)

**1. List of Equipment's**

SL. No	Name of equipment proposed (with registration numbers wherever applicable)	Technical details i.e. type, size, machineries including registration & year of procurement	Rated capacity	Expected Output per hour to be achieved during operation *	Whether owned or to be hired/procured	Remarks (Additional Relevant information)

\* To be mentioned whether the assessment on the output to be achieved is for one shift or two shift operation and duration of each shift:-

**Note:**

- If owned, the registration certificates and year of procurement for the proposed machinery should be appended with this Form.
- In case of hired equipments, the consent letter from the owner of the equipment is to be appended.
- In case of equipment to be procured, status of timelines of procurement to be included.
- If required, separate / additional sheets can be used.

**2. List of Consumables**

Sr. No.	Name of consumable proposed (with details and make)		Consumable to be used		
	Consumable	Make / Brand	Per day	Per week	Per month

**Note:**



- a. Diesel / CNG / LPG / Lubricants / Oils/ Coolent to be used in / for any kind of machinery installed at the facility such as in case of substation, DG set and other equipment and the same, shall be procured by the Employer.
- b. The Bidder shall procure all Toiletries Consumables (Liquid Soap, Toilet Paper, Paper Hand Towels, etc.) and Pantry Consumables (Tea Bags, Coffee Satchets etc.), Technical Spares & Consumables. Please refer Section VI for Exclusions and Inclusions.
- c. The Bidder shall procure all cleaning Chemical and cleaning materials (Mops, Brooms, cleaning cloth, etc,) and the cost of the same shall be borne by the Bidder.

(Signature of authorized representative)

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**FORM 4J: Format for Pre-bid queries by Bidders**  
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

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**FORM 4K: Statement of Legal Capacity**  
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,  
Secretary  
Inland Waterways Authority of India  
A-13, Sector-1,  
NOIDA – 201 301  
Uttar Pradesh  
India

Dear Sir,

We hereby confirm that we (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... (*insert individual's name*) will act as our representative and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Authorised Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

## **SECTION - V: FINANCIAL BID STANDARD FORMS**

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## Form Fin – 1: Financial Bid Submission Form

*[Location, Date]*

To:

*[Name and address of Employer]*

Dear Sir:

We, the undersigned, offer to provide the services for the Assignment/Job for *[Insert title of Assignment/Job]* in accordance with your Request for Bid dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees & levies) excluding GST *[Insert amount(s) in words and figures]*. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in .....clause...

We understand you are not bound to accept any Bid you receive.

We remain,

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory :**

**Name of Firm :**

## Form Fin – 2: Summary of Cost

Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida

S. No.	Description	Cost
1	Facility Management Services	
2	GST as applicable	
3	TOTAL (inclusive of Taxes)	

**Note:** During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

### Signature of Authorized Signatory

**Name** :

**Designation** :

**Name of Firm** :

**Address** :

**Email ID** :

### Form Fin – 3 - BoQ

Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida

Item No.	Description of item	Qty.	Unit	Rate	Amount
<b>A.</b>	<b>Providing following manpower for 1 year for providing facility management services including maintenance and operation activities as per terms &amp; conditions of tender document:</b>				
1	Facility Manager for 12 months (26 days x 8 hours)	1	Each		
2	Electrician for 12 months (26 days x 10 hours)	1	Each		
3	Plumber (on call basis) (20 calls in year)	1	Each		
4	Mason (on call basis) (20 calls in year)	1	Each		
5	Carpenter (on call basis) (20 calls in year)	1	Each		
6	Fire Mechanic for 12 months (26 days x 10 hours)	2	Each		
7	Housekeeping				
a	House Boy / Maids for 12 months (26 days x 8 hours)	7	Each		
b	Toilet Cleaning Staff for 12 months (26 days x 8 hours)	3	Each		
c	Façade Cleaner for 12 months (26 days x 8 hours)	1	Each		
d	Helper of FC for 12 months (26 days x 8 hours)	1	Each		
8	Security				
a	Security Supervisor for 12 months (30 days x 8 hours)	1	Each		

b	Guards for 12 months (30 days x 8 hours)	12	Each		
9	Gardner for 12 months (26 days x 8 hours)	1.5	Each		
10	Lift Man for 12 months (26 days x 10 hours)	1	Each		
<b>B.</b>	<b>Providing required consumables &amp; chemical items of approved brand and make for all required services etc. given in tender document for providing proper &amp; good facility services as per direction of officer in charge during the entire period of services.</b>	1	Job		
<b>C.</b>	<b>Providing required machinery and tools &amp; tackles of approved brand and make for all required services like waste management, façade cleaning, electrical, plumbing, firefighting and other technical works etc. as given in tender document for providing proper &amp; good facility services as per direction of officer in charge during the entire period of services.</b>	1	Job		
<b>D.</b>	<b>Operation and annual comprehensive repair &amp; maintenance of following equipment's / systems for one year:</b>				
1.	Operation & Annual Maintenance Contract (AMC) (comprehensive) of HVAC (DVRF) system installed in vertical expansion (from 2 <sup>nd</sup> to 6 <sup>th</sup> floor) as per Appendix A	1	Job		
2.	Annual Comprehensive maintenance of passenger lifts (2 nos.) as per Appendix A	1	Job		
3.	Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking as per Appendix A	1	Job		
4.	Annual Comprehensive maintenance of Split and window type Air Conditioners as per Appendix A	1	Job		



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5.	Annual Comprehensive maintenance of DG Sets as per Appendix A	1	Job		
6.	Annual Comprehensive maintenance of Fire Fighting System as per Appendix A	1	Job		
7.	Annual Comprehensive maintenance of Horticulture	1	Job		
8.	Annual Comprehensive maintenance of Sub-station, HT & LT Panels as per Appendix A	1	Job		
	<b>Total</b>				

## **SECTION-VI: SCOPE OF WORK**

## 1. General Instructions

In this section, the details of services to be provided by the Contractor / FM agencies and also other information, instructions of the IWAI and instructions to the Contractor / FMC agencies' employees posted at the site and all such other aspect of the Contracts are to be mentioned.

- a. The Contractor / FMC agencies shall deploy all manpower at the IWAI facility in the manner and as per the instructions of the Client.
- b. The Contractor / FMC agencies shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- c. IWAI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor / FMC agencies reserves the right to remove the personnel with prior permission of the Client except in case of emergencies.
- d. The Contractor / FMC agencies shall cover its personnel for personal accident and/or death whilst performing the duty.
- e. The Contractor / FMC agencies shall exercise adequate supervision to ensure proper performance of services in accordance with the requirements.
- f. The Contractor/FMC agencies shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor/FMC agencies to display the same at all times. The personnel of the Contractor/FMC agencies shall be subject to detailed direction and control of the Contractor/FMC agencies and in relation to manner and model of performance of duties, as agreed vide this agreement.
- g. The personnel of the Contractor/FMC agencies shall not be the employees of the IWAI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor/FMC agencies shall make them known about this position in writing before deployment under this agreement.

- h. The Contractor/FMC agencies shall also provide at its own cost all benefits statutory or otherwise to its employees and IWAI shall not have any liability whatsoever on this account.

## **2. Background and brief about Project**

**2.1.** Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Govt. of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) Infrastructure in the country.

**2.2.** The objective of this tender is to provide Facility Management Services including maintenance and operation services pertaining to upkeep and smooth working at Head Office of Inland Waterways Authority of India at IWAI Office at Noida.

## **3. Scope of Work**

IWAI intends to take the services from Facility Management Contractor (FMC) for operation, maintenance and management of general building operations for Head Office of Inland Waterways Authority of India at Noida. The area of IWAI's Head Office at Noida to be covered under the scope is as below:

Area of plot: 4261.15 sqm.

Area of Basement: 1185.71 sqm.

Area of Ground Floor: 1317.94 sqm.

Area of First Floor: 1200.39 sqm.

Area of 2<sup>nd</sup> to 6<sup>th</sup> Floor: 778.39 sqm for each floor.

Area on 3<sup>rd</sup> & 4<sup>th</sup> floor has been leased out by IWAI. For these areas, FMC will provide services in common areas only. Therefore it is highly advisable for bidders to undertake site visit before submitting the tender.

FMC will also support IWAI in documentation of distribution of facility management bills on pro-rata basis among the tenants to whom the areas are leased out.

Unless it is explicitly restricted, the scope of work under the Contract for FMC for providing facility management services including operation and maintenance of facilities at Head Office of Inland Waterways Authority of India is as below:

### **3.1. Maintenance Services**

FMC shall under maintenance services undertake the following:

- The maintenance of equipment that is working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers. Maintenance is to be performed based on guidelines from equipment suppliers / manufactures and as per the O& M manuals.
- The maintenance of equipments that broke down and are unusable.
- Keep the Inventory of all spares and consumables required for the maintenance of the facility and update on weekly basis
- Prepare purchase request for spare parts, Electrical and Mechanical items, plumbing, AC spares including split units and DG spares and will coordinate for approvals.
- Operation & Day to Day Maintenance of DG Sets, including Cleaning of generating sets, visual inspection of diesel leakage and checking lubricating oil and diesel levels, test starting of generating sets ensuring the set voltage etc., logging the data, Periodic change of oil filters etc., checking of Radiators, pumps, DG Auxiliary Panels, Day Oil Tanks, Underground Fuel Tank, Fuel Transfer Pumps etc.
- Periodic checking and maintenance of All Electrical equipments and Earthing system as per IS / National / International standards as applicable.
- Liasoning with AMC Vendor and Day to Day Execution of AMC shall be the Responsibility of FMC.

Scope of work includes Maintenance of equipments (DG Sets, HVAC, ACs, Parking System installed and any other mechanical & electrical equipment) as stated above, co-ordination and managing Vendors / Suppliers / Manufactures for performing preventive maintenance as per the O&M Manuals provided by the Supplier / Vendor / Manufacturers. The FMC shall at the time of deployment

submit a list of equipments installed / functioning at IWAI office premises and shall be as per the scope perform the maintenance services.

### **3.2. Operation Services**

FMC shall under operations undertake the following:

#### **3.2.1 Operation of Equipment & Fixtures**

- Operation and upkeep of all equipments (Electrical, Mechanical including lifts & Parking system installed) in accordance with operation and maintenance manuals provided by Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.
- Daily / periodic maintenance (inspection, oiling and re-tightening) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis.
- Operating all fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the area.
- Carrying out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.
- Operation & Preventive maintenance will be carried out as per specification/ recommendation of Original equipments manufacturers.
- Replacement of lamps and tubes, starters, chokes/ Ballasts, tightening of wiring wires, checking of conduits and wiring above false ceiling.
- Checking of earth resistance by instruments, tightening of all nuts and bolts and cleaning of all joints, Checking & Attention of Earthing System.
- Periodic Checking & Attention of HT & LT cables, Cable Trays, Raceways etc.

#### **3.2.2 Housekeeping**

##### **A. Cleaning Services**

- Perform routine cleaning of the internal and external areas to meet the required service standard.
- Perform periodic cleaning of glass facades, external areas etc. at all heights.
- Deploy equipments for cleaning and shall be responsible for maintaining these equipments at all time. All costs for

purchase/repair/spares/maintenance etc. for these equipments will be borne by FMC.

- Report immediately of any defects, deterioration, or damage to property.
- Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- Polishing / vacuum cleaning / cleaning of floors, carpets, mats and ensure the same must be free from grit, dust and debris with no apparent stains. These must be clean and dry.
- Clean all water tanks at regular intervals and disinfects specially before the start of rainy season as instructed by IWAI
- Regular cleaning of storm water drain, manholes, sewage lines etc. and keep the free from any blockages.
- Entrances, service areas, staircase, car parking areas, paving, paths, roads and the outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- Care is to be exercised when staff is still on the premises. Wet floors should be sign-posted. Trailing cables and open sockets should be made safe.
- All cleaning methods used must be of a sufficient quality to meet the standards.
- Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

## **B. Cleaning of Toilets**

- All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.

- Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- All toilets should be kept fully stocked with supplies and should be made available at all times.
- Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

**C. Waste Management**

- Debris is to be stored at designated space at designated area and has to be disposed to nearby MCD dumping yard.
- The FMC would remove the debris when it amasses to a volume equivalent to a tempo load
- Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- FMC shall segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste as per the standards and directions provided by IWAI
- FMC shall ensure that 100% of recyclable waste is being recycled.

**D. Pest Control**

- Disinfestations Treatment  
Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc. The FMC shall take the following control measures:
  - i. Intensive / extensive spray with oil / water based chemicals.
  - ii. Frequency: Fortnightly as per client schedule and need base
- Rodent Control  
Pest Covered: Domestic / Field Rodents. The FMC shall take the following control measures:
  - i. Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
  - ii. Trapping with lures



- iii. Eliminating rats / mice with glue traps
- iv. Frequency: Monthly as per client schedule and need base.
- Mosquito Control  
The treatment will be carried out all over the premises and surrounding areas inside and outside. The FMC shall take the following control measures:
  - i. Residual Spot Spraying
  - ii. Fogging Operations
  - iii. Mist Blowing
  - iv. Frequency: Fortnightly as per client schedule and need base

### **3.2.3 Horticulture Services**

- All office planting works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance
- Replacement of new pots & plants will be in the scope of FMC
- All plant specimens shall be maintained so that they are in healthy growth
- All plant specimens shall be kept to an acceptable height and form and shall be pruned in accordance with good horticultural practice
- All pots/ containers shall be cleaned and replaced where necessary
- All plant specimens, which have or appear to be dying shall be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement
- Trimming, Raking, Spiking and Top Dressing; Control of Weeds; Control of humps and hollows provided inside lawns; Pesticides, soil spreading, compost and fertilizing; Watering; Maintenance of Plants, Lawns, Flower Pots, indoor plants etc.; Planting of Seasonal Flowers& Replacement of plants if not maintained properly by FMC (with no extra cost to IWAI); Maintenance of water sprinkler system; Removal of fallen leaves dead plants, broken branches etc.

### **3.2.4 Fire Suppression System (FSS)**

- Operation and daily maintenance of the FSS and related equipments in accordance with the Manufacturer's Instruction Manual and in coordination with AMC Vendors.
- Daily check for gas pressure
- Ensure that the Checklists are adhered with utmost care and regularity
- Any breakdown/malfunctioning of the Equipment will be attended as per procedures of the original manufacturers and suppliers of associated equipment(s).

### **3.2.5 Fire & Safety**

#### **a. Fire Detection and Alarm System (Smoke Detector – Panel)**

- Daily Checks
  - i. Check the power supply position of all the panels
  - ii. Check the LED of panels through lamp test switch
  - iii. Check the health of battery Check the battery, if used; boost charges of the same after restoration of power supply.
  - iv. Check any fault if indicated on panels and rectify the same immediate.
- Quarterly Checks
  - i. Operational readiness of system during main power failures.
  - ii. Check the operation of external hooters.
  - iii. Check fault circuit to each zone by actually deactivating wire or by removing detection.
  - iv. Check fire circuits by actually giving smoke to each detector of each zone
  - v. Cleaning of all type of detectors with a cloth piece from outside  
Check the sensitivity of the detectors.

#### **b. Fire Extinguishers**

- Clean the exterior of the extinguisher and polishing (Brass parts with metal polish and chromium plated parts with silver polish).
- Check the nozzle outlet and vent holes and the threaded portion of the cap for clogging and check the plunger is in working position and is clean.
- Check the cap washer, grease the threads of cap plunger
- Check pressure of all fire extinguishers.

- Check for validity of Fire extinguisher as mentioned by OEM and should take necessary steps to intimate Company Admin for their timely refilling.

### **3.2.6 Water supply and Plumbing**

- (i) Checking & satisfactory operation of water pumps in WTP, R.O. plant pumps & accessories, water level in the main tanks, overhead tanks etc.; operation and maintenance of all kinds of Water Supply, Distribution, Drainage, STP, Sump & Dewatering pumps installed in the building checking for water leakage's in pipe lines and rectifying the same to ensure proper and regular supply of water to the building.
- (ii) Checking of all Services shafts/ rainwater shaft, drain shafts, toilet shafts, Other Shafts etc for leakages or other defects and immediate rectification of the same.
- (iii) Cleaning of all tanks at least once a month.
- (iv) To ensure that all sumps are maintained clean at all times.
- (v) Maintenance, cleanness & sanitation of all toilets in the complex as per details attached to ensure that toilet fittings/ loose connections, leakages, etc in common area are not there. Replace all damaged / broken or lost fittings within 24 hrs. Ensure no foul smell in toilets. Ensure that consumable like toilet paper, liquid soap etc. are always fully stocked & available in toilets at all times.
- (vi) Cleaning of external drain periodically.
- (vii) Ensuring adequate water supply to various drinking water outlets and toilets.
- (viii) Day to Day Operation & Maintenance of Water Filtration Plant, Chemical Dosing System & R.O. Plant
- (ix) Monitoring and ensuring satisfactory functioning of WTP & STP Plant
- (x) Comprehensive Annual maintenance contract of STP & WTP, R.O. Plants and liasoning with comprehensive AMC Vendor/Contractor/FM agencies to ensure uninterrupted services at all times of the day.

### **3.2.7 Lifts and Escalators**

The lift maintenance will be carried out by the supplier during the warranty period and hence forth by AMC. General cleaning inside the lift will be carried out by FMC as per the schedule. Annual Maintenance Contract of the Lifts and Liasoning with AMC Vendor/ Contractor/FMC agencies and Day to Day

execution of AMC shall be the responsibility of the FMC. Adequate number of operators shall be made available for each shift

### **3.3. Management Services**

The FMC shall be responsible for managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

#### **3.3.1. General Services**

- Take ownership of all the services as described in scope of work and will work as an independent Unit.
- Co-ordination with all the stakeholders including IWAI and other agencies.
- Maintain a record of all the Equipments/ assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform Company when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of IWAI.
- Prepare a preventive maintenance plan for all equipments / fittings & fixtures, ensuring 100% compliance. FMC shall co-ordinate for:
  - i. Repair technician for doors, blinds and floor springs etc.
  - ii. Plumbing Works (auto flush system, other sanitary fixtures), electrical & mechanical installations and other related items covered under the scope.
  - iii. Works like painting, polishing, tiling, ceiling works etc.
- Co-ordination with Vendors / Manufacturers / Suppliers for the purpose of maintenance and upkeep of the equipment during AMC / Warranty period.
- Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Nodal Officer appointed by IWAI

- Coordinate with third party for conducting equipment audit, fire audit as and when required by IWAI.
- It is the responsibility of the FMC to ensure highest level of uptime and reliability of all equipment maintained at site.
- Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- Brief the representative on maintenance and operational proceedings on day to day basis.

### 3.3.2 Complaint management

The following are defined SLA times for responding and closure of complaints by FMC and based on standards these present guidelines and may be changed by IWAI from time to time.

#### Service Level Agreement

Description of Complaints	Service required	Report	Complaint closure time
For minor defects	Rectification without any replacement by FMC personal	Immediately	2hrs
For Major Defects	Rectification / Replacement by external agencies (Vendors / Manufacturer / Supplier		
Item available locally		Immediately	1 week
Item available nationally		24hrs	2 weeks

### 3.3.3 Reporting

The FMC shall establish a MIS system for reporting. The FMC shall submit monthly, quarterly and annual reports within the stipulated time to the Nodal Officer, IWAI. The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of maintenance plan

- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of work for Operation, Maintenance.
- Highlight Critical Issues / Problems with recommended solutions
- Complaint Management reporting.
- Any other reports as needed from time to time.

### **3.4. Security Services**

The FMC shall provide security services by deploying security personal and supply all materials, equipments and incidentals necessary for unarmed security guards. The scope of work for providing security services shall include:

- Controlling the public access to the facility and related premises during specified hours
- Performing inspection, detection and investigation of all security-related incidents, violations of regulations and matters of public safety.
- Protection, monitoring of the all equipments / other installations.
- Deploying a quick response team for responding promptly and appropriately to all security-related emergencies.
- Protect all movable and immovable assets from theft/pilferage or damage take regular rounds of the premises to maintain vigil and remain alert.
- Deployment of security personal round the clock in shifts at the facility to safeguard the premises.
- Training of guards on regular intervals.
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills in consultation with Police.
- Visitor's management in common, and during other special occasions.
- Having effective control on movement of materials in / out.
- Physical guarding of entry / exit points.
- Screening / directing and guiding the public.
- Patrolling and guarding various common areas & surroundings to ensure adequate safety and security.
- Assisting the occupants during the Emergency Evacuation of the building.

- Immediate Rescue operation of passengers stranded in the lifts/ elsewhere in case of breakdown of the lifts/ other Equipments.

- Complete Disaster Management in case of Emergencies/ Disasters

**3.5.** All guards to be in proper dressed all times with name badges.

**3.6. Parking Management**

- Manage operations at Entry and Exit terminals.
- Manage way - finding / space monitoring & guiding for parking.
- Operation and management of vehicle Parking system installed.

**3.7. First Aid Facilities**

- Provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured employee.

**3.8. Maintaining Annual Maintenance Contracts**

- FMC will be responsible for maintaining Annual Maintenance Contract as per the following with mentioned list of acceptable vendors.

<b>Sl. No.</b>	<b>Name of Work</b>	<b>Name of Vendor</b>
1.	Operation & Annual Maintenance Contract (AMC) (comprehensive) of HVAC (DVRF) system installed in vertical expansion (from 2 <sup>nd</sup> to 6 <sup>th</sup> floor)	M/s Blue Star Limited
2.	Annual Comprehensive maintenance of passenger lifts (2 nos.)	M/s Johnson Lifts Pvt. Ltd.
3.	Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking	M/s. Ram Ratna Infrastructure Pvt. Ltd.
4.	Annual Comprehensive maintenance of Split and window type Air Conditioners	M/s Carrier Midea India Pvt. Ltd.
5.	Annual Comprehensive maintenance of DG Sets	M/s Kirloskar Generators
6.	Annual Comprehensive maintenance of Sub-station, HT & LT Panels as per Appendix A	M/s Shivam Panels M/s REW Construction (P) Ltd.

- Liasoning with AMC Vendor/ Contractor and Day to Day execution of AMC shall be the responsibility of the FMC Comprehensive AMC of equipments

has to be done as per OEM recommendation and as per schedule attached in 'Appendix-A'.

- Where comprehensive AMC is not available or has/expired, comprehensive AMC has to be done within one month of issue of LOA.
- Where comprehensive AMC is running, comprehensive AMC has to be renewed after expiry of AMC. Till currency of existing comprehensive AMC, Liasoning with AMC Vendor/Contractor and Day to Day execution of AMC shall be the responsibility of the FMC
- All comprehensive AMC taken by FMC should continue till minimum of 4 month after completion period of FMC. Also extension of comprehensive AMC should be done such that it expires at the end of 4th month beyond completion period of FMC. Copy of contract agreement of running comprehensive AMC done by FM would be handed over to IWAI. The cost/charges of AMC of all these equipments shall be borne by FMC.

#### **4. Inclusion & Exclusion of FMC Services:**

##### **a) Inclusions**

- i.) Replacement of bulbs/ tubes /chokes/starters/ Ballasts for high mast in entire internal & external area
- ii.) Connectors/ contactors/ lugs/etc.
- iii.) Belts / Bearings / Grease & gland-dori / cotton waste / Silica Gel / etc and all other similar minor items complete.
- iv.) Toilet Cleaning & Housekeeping Consumables including all soaps, toilet paper & other detergents required for maintaining toilet & the main building.
- v.) Replacement of damaged toilet fixtures & fittings, broken glass, handle of the bike.
- vi.) PVC / GI couplings, Conductors, Bends, fuse and other similar minor items
- vii.) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports as prescribed by IWAI.
- viii.) Maintenance Reports, Log Books etc for Operation & Maintenance of Various Systems & Equipments.
- ix.) Maintenance of History books of all equipments.



- x.) Specialized Tools / Tackles i.e. Chain Pulleys, Telescopic Ladder, portable Hoists (Tractel Machine), Sludge Pumps, OTDR, Welding Generators etc. required for operation and maintenance.
- xi.) In case of shortage of water supply/no supply from Water Supply Department FMC shall arrange the water tankers & the amount shall be reimburse by IWAI.
- xii.) The FMC shall maintain Biometric machines for checking the attendance.
- xiii.) All items of work relating to replacement/repair shall be done with the prior concurrence/approval of Secretary, IWAI. The quality of material/item shall be same as originally provided by IWAI or of equivalent make.
- xiv.) The FMC is expected to bear the cost of replacement/repair of materials upto a maximum of Rs. 50,000/- per month subject to the condition that cost of each item is less than Rs. 5000/- in each case. Where the cost of item to be replaced/repair is more than Rs. 5000/- in each case or where the monthly limit of Rs. 50,000/- is exhausted, the excess amount shall be reimbursed by IWAI.
- xv.) Wherever the replacement/repair is necessitated due to negligence/carelessness on the part of the FMC, in such cases, the total cost of replacement/repair shall be borne by the FMC & it shall not be included in the monthly limit of Rs. 50,000/- . The discretion of Secretary, IWAI in this regard shall be final & binding.

**b) Exclusions:**

- (i) Capital Equipments Replacement / Major Repair of items not covered in comprehensive AMC only
- (ii) Spares procurement of Capital
- (iii) Equipment in consultation with IWAI
- (iv) Cost of Diesel of running DG sets shall be borne by IWAI on reimbursement basis
- (v) Statutory Payment to Govt. Bodies
- (vi) Annual Testing Fee / Rectification charges etc. if any

**5. Key personal & Experience**

**5.1.** FMC shall have on his payroll the following minimum manpower to effectively and efficiently manage the services at IWAI's Head Office in Noida:

	Description		Numbers – Per Shift
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Sr. No.		Experience / Description	General	Day Shift	Night Shift		
1	Facility Manager	Graduate with minimum experience of 7 to 10 years in Facility Management Services	1	-	-		
2	Electrician	ITI with minimum experience of 5 years along with certificate to handle HT line	1	-	-		
3	Plumber	Minimum 2 years of experience in respective field	On Call Basis				
4	Mason	Minimum 2 years of experience in respective field	On Call basis				
5	Carpenter	Higher secondary with minimum 2 years of experience in respective field	On Call basis				
6	Fire Mechanic	ITI / Diploma (Fire)with minimum 5 years of experience in respective field	1	-	1		
7	Housekeeping						
a	House Boy / Maids	Minimum 2 years of experience in respective field	4	3	-		
b	Toilet Cleaning Staff	Minimum 2 years of experience in respective field	2	1	-		
c	Façade Cleaner	Minimum 2 years of experience in respective field	1	-	-		
d	Helper of FC	Minimum 2 years of experience in respective field	1	-	-		
8	Security						

a	Security Supervisor	Ex – Servicemen or ex – Paramilitary personnel with 10 years of experience	1	-	-
b	Guards	Minimum 5 years of experience in respective field (max. age limit 45 years)	5	4	3
9	Gardner	Knowledge of horticulture activities.	-	1	-
10	Lift Man	Minimum 2 years of experience in managing lift operations	1	-	-

**5.2.** In case of additional manpower requirement, Employer can ask FMC to provide additional manpower. FMC has to provide the additional manpower as per the requirement raised. For deciding the payment terms, for addition in existing manpower, the rate will be the same as quoted in Form Fin – 3. In case of additional manpower required except from those listed in Form 4E, the FMC shall submit a quotation to Employer within 7 days of request for additional manpower. Employer shall review the quotation and can call FMC for negotiation. The payment will be done based on mutually agreed rates by both parties.

## 6. Payment Terms

The payment terms for the entire facility management services is as below

S. No.	Description	Duration	Payment Terms
1	Facility Management Services	12 Months	Equal monthly instalments

## 7. List of Consumables to be used

### 7.1. List of Consumables – Scope of Facility Management Contractor (FMC)

The tentative list of the consumables to be used at facility is as below. However the exhaustive list of consumables is to be provided by the FMC in his submission. The FMC shall use the Manufacturing Brand approved by IWAI,

for the listed consumables. The FMC can also suggest the other brand with same quality and shall get it approved from Employer.

- i. Phenyl (to be used for housekeeping / cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Odonil
- v. Naphthalene Balls
- vi. Sodium Hypochlorite
- vii. Brasso
- viii. R1 (Bathroom Cleaner)
- ix. R2 (Glass Cleaner/Colin)
- x. R4 (Furniture Cleaner)
- xi. R6 (Toilet Cleaner)
- xii. D-7 (Stainless Steel Polish)
- xiii. Bleaching Powder
- xiv. Garbage Bag
- xv. Hit/ Baygon/ Mortein Spray
- xvi. Binliners
- xvii. Urinal Cubes
- xviii. Hand Wash Liquid
- xix. Toilet Roll Paper
- xx. Tissue Box – premier for cabin use
- xxi. Hand Towel-Tissue Paper-C- Fold
- xxii. Dettol Antiseptic
- xxiii. Ecofriendly Taski Chemicals as Spiral/R-2(for housekeeping/ cleaning)
- xxiiii. Cleanzo

#### **NOTE**

The list of consumables shown is not the exhaustive list and the FMC at the time of Bidding if required may edit / modify based on their assessment of work in **Form 4I**.

## **8. Equipment**

- 8.1.** The FMC shall provide required list of equipment which are to be deployed at site which includes Engineering tools and Housekeeping tools as below:

### **Engineering Tools**

<b>Sr. No.</b>	<b>Name of Tools</b>	<b>Sr. No.</b>	<b>Name of Tools</b>
1	Megger (0-500volts)	2	Gloves (Electrical) (HT/ LT.)
3	Multi-Meter (digital) – Texas Instruments/Fluke	4	Grease gun (heavy Duty)
5	Tong tester/Clamp Meter (Digital)	6	Chisel Small & Big (heavy duty)
7	Thermometer Digital	8	Safety Goggles
9	Air Blower (Hot)	10	Nose Pliers 9"
11	Punching Tools (set 3mm to 24 mm)	12	Tool Box metallic
13	Crimping Tools	14	Parrot Wrench 10"
15	Crimping Tool for Electrical	16	Safety helmet
17	Electric Drill M/C	18	Safety belt ( with complete specifications)
19	Torch with cells	20	Cartridge fuses puller (HT / LT.)
21	Pliers	22	Measuring tape - 5 mtrs
23	Screw Driver Set	24	Pipe wrench 18"
25		26	Bearing Puller
27	Screw Driver 8"/12"	28	Digital Anemometer
29	Pipe Wrench 12"/10"/8" (set 1 of each)	30	Water Testing Kit
31	Line Tester	32	Digital LUX Meter
33	D-Spanner Set	34	Db meter for noise level monitoring
35	Ring Spanner Set	36	IR GUN
37	Screw wrench	38	Torque spanner

39	Box Spanner Set	40	Ear Muffler
41	Bench Wise 6"	42	SAW
43	Hacksaw Frame	44	All Electrical /Carpentry / Plumbing works related Tools
45	Tool Bag	46	Hammer 1/2 lbs., 1 lbs, 11/2 lbs

### **Housekeeping Tools**

<b>Sr. No.</b>	<b>Name of Tools</b>
1	Commercial vacuum cleaner
2	High pressure jet cleaning machine
3	Puzzy machine to clean chairs and sofas
4	Floor scrubber / polishing machine
5	Wringer Mop Trolley
6	Motorized Grass cutter
7	Road sweeping machine
8	Telescoping ladder
9	Fork Lift
10	Equipment for cleaning facades of building higher than 15 meters (non-accessible in nature)

### **NOTE**

The list shown (Engineering Tools and Housekeeping Tools) is not exhaustive list and the FMC at the time of Bidding if required may edit / modify based on their assessment of work in Form 4I

**8.2.** The FMC shall submit the deployment plan for mobilization of equipment.

**8.3.** The FMC shall furnish the fitness certificates for all the equipment to be deployed, at the time of the bid and also before actual deployment at site. IWAI may ask the FMC to replace the equipment during operation, if desired output is not achieved.

**9. Scope of work under Existing Service Providers (ESPs)**

The Facility Management Contractor shall take a note of scope of work under already Existing Service Providers (items / works covered under AMC's, operational services etc. and service providers). FMC shall report and coordinate of the works under the scope of ESPs and shall take hold of these services / works as per the overall scope as mentioned in Clause 3 of this section after the expiration period of contracts / agreement with ESPs. The services / works which are covered under the scope of ESPs are as below:

<b>Sr. No.</b>	<b>Description</b>	<b>ESP</b>	<b>Time period</b>
1.	Operation and AMC of HVAC (2 <sup>nd</sup> to 6 <sup>th</sup> Floor)	M/s Bluestar	31.03.18
2.	Operation and AMC of Car Parking System	M/s Citi Lifts Pvt. Ltd.	30.12.17
3.	AMC of Lift	M/s Johnson Lift	30.12.17
4.	AMC of all light fixtures (Ground floor, 1 <sup>st</sup> and Common Area)	M/s EESL	5 Years (XX/XX/XXXX)
5.	AMC of all new ACs	M/s EESL	5 Years (XX/XX/XXXX)

The FMC at the time of Bidding shall make a note of the same and based on the assessment shall submit the quote.

**SECTION - VII: STANDARD FORM & CONDITIONS OF  
CONTRACT**



## 1.0 Contract Agreement

THIS AGREEMENT ("Contract Agreement") is made on the \_\_\_ th day of \_\_\_\_, 2017 at Noida.

BETWEEN:

Inland Waterways Authority of India, A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301. (hereinafter called the "IWAI" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part

AND

M/S..... a company incorporated under the provisions of the Companies Act, 1956 and having its office at .....(hereinafter called " FMC "which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office ) on the other part.

\_\_\_\_\_

IWAI and the FMC are collectively referred to as 'Parties' and individually as "Party".

WHEREAS:

A. In response thereto proposals were received from several bidders including the FMC. After evaluating them, the Proposal submitted by the FMC has been accepted and Letter of Acceptance No. \_\_\_\_ dated \_\_\_\_ was issued.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

## 2.0 RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between IWAI and the FMC. The FMC, subject to this

agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

## **2.1 PAYMENT OF FEE TO FMC**

- 1 The FMC covenants to undertake the Assignment as set forth in the Terms of Reference in Section VI (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- 2 In consideration thereof, IWAI will pay to the FMC Fee (hereinafter referred to as “the Fee”) and FMC will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- 3 The contract period shall be initially for one year which may be extended by another year, at the discretion of the IWAI. The contract period may further be extended by mutual consent on negotiated terms. However, the FMC, under this Agreement, shall continue to work till the handing over of charges to the other appointed agency by IWAI.
- 4 FMC payments shall be made monthly for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The FMC shall submit correct invoices in terms of quantity and commercial aspects within 10th days of the succeeding month and payments shall be released within 30 days of submission of commercially acceptable invoices.
- 5 The FMC shall also ensure that payments to its employees, sub-contractors and vendors working under their contract are made within time. The delay in submitting the invoices shall not affect the payments to employees, sub-contractors, vendors and all payments shall be released not later than 30 days of the completion of service by them.
- 6 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time-to-time excluding GST which shall be paid separately.
- 7 IWAI shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments

made to the Contractor/FMC agencies, and the amount so deducted shall be deemed to be a payment made to the Contractor/FMC agencies. IWAI shall provide a certificate certifying the deduction so made.

- 8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## 2.2 Deliverables

The key deliverables would be as per the following table:

### Reports

- a. The FMC shall submit 3 hard copies and 1 soft copy the following reports to IWAI

S. No.	Report	Frequency	Due Date/ Time
1	Initial Review Report	One time	Within 30 days after execution of the Agreement.
2	Progress Report	Monthly	Every month Before 10th day of the following month.
3	Deployment Report	One time	Before 10th day of the actual deployment of the human resources and equipments, describing the actual numbers of deployment.
4	Attendance Report	Daily at the end of the day	At 17:00 hours every day showing shift wise actual deployment of man power during last 24 hours. The attendance report should include signature / thumb impression of individual human resources and should be certified by the Authorized Signatory of the Facility Management FMC.
5	Final Report	One time	Within 15 days of completion of services/contract.

- 
- b. The Initial Review Report shall contain the details of all meetings held with IWAI, other agency engaged by IWAI and decisions taken therein, the handing over of entire charge from the various contractors, the resources to be mobilized by the FMC and its perception in the management and supervision of the works. The Report shall also include the Work Programme and Deployment Schedule of Staff.
- c. The Monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (FMC), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report on the FMC's performance on these aspects. The report shall also contain any other aspect which IWAI may direct from time to time.
- d. Final Report - The FMC will prepare a comprehensive final handing over report after completion of the work. The report shall incorporate the detailed description of handing over of assets, summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

2.3 The FMC shall submit to IWAI Three (3) hard copies and one (1) soft copy of all reports/documents to be delivered as per Clause 2.1 above.

2.4 The fee payable by IWAI to the FMC for the Services shall be computed and paid subject to the conditions of service Agreement, by IWAI on the basis of actual time spent by the personnel in performance of the services at the Estimated Billing rates approved by IWAI after adding a lump sum amount quoted by the bidder for Sundry Expenses/Overheads and Management Fees (the Service Charge) and after deducting taxes at source as per applicable law.

2.5 The Fee shall be inclusive of all applicable taxes, cess and levies except GST and also inclusive of all Sundry Expenses/Overheads and Management Fees which may be incurred by the firm and personnel towards office equipments and

automation, hardware, software, consumables, documentation, travel, transportation, communication etc. not provided by the IWAI (“Sundry Expenses/Overheads”)

2.6 GST shall be paid as per the Government Guidelines effective at the time of release of payments.

## 2.7 General

In this Contract including the Schedules, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

**Agreement** The word “Agreement” and “Contract” has been used interchangeably.

**Party** The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the “IWAI. Noida”.

**Letter of Acceptance** shall mean the intent of the IWAI to engage the successful bidder for providing manpower services in its premises

**Notice to Proceed** shall mean the date at which the services are to commence in IWAI premises

**Confidential Information** shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of IWAI including the information having the commercial value.

**Employer / Client** shall mean Inland Waterway Authority of India

**Termination Date** shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.

**Termination Notice shall** mean the notice of Termination given by either Party to the other Party

**Contractor/FMC agencies** shall mean the successful bidder to whom the work has been awarded.

### **3. SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE, LIQUIDATED DAMAGES AND PENALTIES**

#### **3.1 Performance Bank Guarantee**

##### **For All Bidders including MSE Registered Firms**

3.1.1 The contractor shall be required to deposit an amount equal to 10% of the contract value of the work as Performance Bank Guarantee in the form of an irrevocable bank guarantee bond of any nationalized bank of India in accordance with the form prescribed within 30 days of the issue of the letter of award.

3.1.2 The Performance Bank Guarantee shall be valid until the Contractor has executed and completed the Works therein in accordance with the Contract. No claim shall be made against such security and such security shall be returned to the Contractor within 21 days of the completion of the contract. In case the extension of time for completion, the contractor shall get the validity of the Performance Bank Guarantee extended to cover such extension of time of the work.

#### **3.2 Security Deposit**

3.2.1 A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money in the form of RTGS will amount to security deposit of 5% of the contract value of work. The Earnest money of the successful bidder submitted in the form of RTGS will be retained as SD and that given in the form of BG will be discharged when the bidder has signed the agreement and furnished the required Performance Bank Guarantee. Bank guarantee will not be accepted as security deposit.

In case of MSE registered firms, deduction of a sum of 10% of the gross amount of the bill from each running bill till that amount reaches 5% of the contract value of the work as Security Deposit will also be made.

3.2.2 The total security deposit shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement condition whichever is later, provided the Officer-in-Charge is satisfied that there is no demand outstanding against the contractor.

3.2.3 No interest will be paid on security deposit.

3.2.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ OIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" issued by Officer-In-Charge, IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

3.2.5 In case of delay in the progress of work, the Officer-in-Charge shall issue to the contractor a notice in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the notice and 10 days from issuance of notice whichever is earlier. If the Officer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

3.2.6 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Officer-in-Charge make good the deficit in his security deposit.

3.2.7 In case the contractor fails to commence the services or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its own discretion may en-cash the Bank Guarantee furnished as Performance Bank Guarantee and /or recover the sum from his security deposit.

### **3.3 Liquated Damages for delay**

In case of delay in submission of any deliverable, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Service Charges per day, subject to a maximum of 10% (ten percent) of the Service Charges, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the FMC, suitable extension of time may be granted by IWAI.

### **3.4 Appropriation of Performance Security**

IWAI shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the FMC in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

### **3.5 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, warning may be issued to the FMC for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period will also be initiated.

3.6 In the event of total default / failure by the FMC in providing the Services, IWAI reserves the right to get the Services executed by any other FMC at the cost and risk of the FMC.

3.7 The FMC shall prepare a check-list for submissions of bills by the vendors. The FMC shall check, verify and submit the bills within seven (7) days of receipt of the bill from the contractor/s.

### **3.8 Penalties**

The following activities shall attract penalties which shall be detected from the monthly bill for facility management services charges –

<b>S. No.</b>	<b>Activity</b>	<b>Penalty</b>
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1	Report Submission	If there is any delay in report submission, IWAI may impose a penalty by deducting up to 1% of Monthly Fee for the Fee per day of delay.
2	Absent from Duties	For any reason whatsoever, if any position remains absent from duty for a cumulative period of more than 15 working days in a year or more than 5 working days at one time, the FMC shall deploy a personnel in that position under the intimation to the IWAI. In the event of the failure of the FMC to do so, a prorate deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly fee, shall be made from the payment due.
3	Conduct quality control measures and QA	The IWAI may conduct independent quality monitoring and checking of works carried out by the FMC. If such checks disclose that works carried out by the FMC do not meet the specified requirement, the employers will not pay the FMC fees for the affected portion.
4	Non-Performance of the manpower	If the service of a manpower provided by the FMC is not acceptable to the IWAI, the FMC shall immediately replace the team member. If the FMC fails to quickly deploy/replace a manpower as instructed by the IWAI, the IWAI may make temporary arrangement. The temporary deployment/replacement shall be paid by the IWAI and will be recovered from monthly bill of FMC.
5	Operators absence	The operator engaged for operating of a particular machine shall not leave the installation under any circumstances. In case the installation found locked / without the operator for shifts specified here in this document The FMC shall be penalized with the amount of Rs.500/- for each such occurrence.
6	Cleanliness of Installation	The FMC / operator will be responsible to always keep the complete installation including the surroundings very neat, clean, free from grass and plants and dust etc. In case it is found that any installation is not clean, tidy, penalty of Rs.100/- per installation per day shall be charged. In case of any dispute, the decision of IWAI shall be final and binding.

7	Prohibited Activity	Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building. A penalty of Rs. 500 for each such occurrence.
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3.9 Where the deficiency is of an emergent nature & FMC is unable to produce satisfactory service, IWAI may at its discretion get the service/deficiency rectified at the risk and cost of the FMC for which the decision of IWAI shall be final & binding. This amount shall be recovered from the security money or the outstanding dues of FM agency.

3.10 All the relevant documents pertaining to the installation and warranty/ Guarantee certificates / handing over and taken certificates from respective contractor/ vendors will be handed over for smooth operation to FMC.

#### **4. NOTICE TO PROCEED**

After the acceptance of the Letter of Intent and on receipt of Performance Bank Guarantee from the successful bidder, Officer-In charge shall authorise FMC to commence the work as per schedule.

#### **5. SIGNING OF CONTRACT AGREEMENT**

The successful Bidder shall attend this office to sign the formal agreement on Non judicial stamp paper worth Rs. 100/- within 21 days from the date of issue of letter of intent failing which the acceptance of work shall be withdrawn and earnest money, security deposit & performance guarantee forfeited.

#### **6. SUSPENSION**

IWAI may by written notice of suspension to the FMC, suspend all payments to the FMC hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the FMC to remedy such failure within the period not exceeding fifteen (15) days after the FMC of such notice of suspension.

#### **7. WHEN THE CONTRACT CAN BE DETERMINED**

Subject to other provisions contained in this clause, the Officer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Officer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Officer-in-Charge he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Officer-in-Charge.
- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Officer-in-Charge.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in IWAI service. or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.
- vi. If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.

- vii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjust insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being enforce for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- viii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- ix. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- x. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer-in-Charge.
- xi. When the contractor has made himself liable for action under any of the cases aforesaid, the Officer- in-Charge on behalf of the IWAI with the approval of the competent authority shall have powers:
  - a. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Officer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.
  - b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof: as shall be un-executed out of his hand and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

- c. the event of above courses being adopted by the Officer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Office-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **8. TERMINATION**

### **i. By IWAI**

IWAI may, by not less than thirty (30) days' written notice of termination to the FMCs (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause, terminate this Contract:

- a. if the FMCs fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the IWAI may have subsequently approved in writing;
- b. if the FMCs become insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
- c. If the FMCs fail to comply with any final decision reached as a result of arbitration award
- d. if the FMCs submit to the IWAI a statement which has a material effect on the rights, obligations or interests of the IWAI and which the FMCs know to be false;

e. if, as a result of Force Majeure, the FMCs are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or

f. if the IWAI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

g. If the FMC, is found has engaged in corrupt or fraudulent practices in executing the Contract.

h. In case the contract is terminated, the balance due amount if any, paid earlier shall be returned by the FMC to IWAI within thirty days of the termination letter, failing which the same shall be recovered by encashing the performance security submitted by FMC.

## **ii. By the FMC**

The FMCs may, by not less than thirty (30) days' written notice to the IWAI, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause, terminate this Contract:

(i) if the IWAI fails to pay any money due to the FMCs pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the FMCs that such payment is overdue;

(ii) if the IWAI is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the FMCs may have subsequently approved in writing) following the receipt by the IWAI of the FMCs' notice specifying such breach;

(iii) if, as the result of Force Majeure, the FMCs are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or

(iv) if, the IWAI fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

## **9. CESSATION OF RIGHTS AND OBLIGATION**

Upon termination of this Contract pursuant to Clause 8 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in this agreement
- (iii) Any right, which a Party may have under the Applicable Law.

## **10. CESSATION OF SERVICES**

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 8 hereof, the FMCs shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

## **11. PAYMENT UPON TERMINATION**

Upon termination of this Contract pursuant to Clause 8 hereof, IWAI shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the FMCs after offsetting against these payments any amount that may be due from the FMC:

## **12. RESPONSIBILITIES AND OBLIGATIONS OF THE FMC**

The FMC shall:

- a) Provide the Services in accordance with Scope of Work as set out in Section VI;
- b) Exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- c) The FMC shall act at all times so as to protect the interest of IWAI and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- d) Be bound to comply with any written direction of IWAI to vary the scope sequence or timing of the Services; and
- e) The FMC shall furnish to the IWAI such information related to the Assignment as IWAI may, from time to time request.

The Contractor/FM agencies shall provide services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the IWAI during the Contractual period and it shall always form part and parcel of the Contract. The Contractor/FM agencies shall abide by such assignments as directed by the IWAI from time to time.

12.1 The Contractor/FMC shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor/FMC only and the IWAI shall not in any manner be liable for default of FMC and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor/FMC.

12.2 The Contractor/FMC shall submit to IWAI the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

12.3 The Contractor/FMC shall submit to the IWAI the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

12.4 The IWAI shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor/FMC reserves the right to remove the any personnel with prior intimation to the IWAI except in case of emergencies.

12.5 The Contractor/FMC shall cover its personnel for personal accident and death whilst performing the duty and the IWAI shall own no liability and obligation in this regard.

12.6 The Contractor/FMC shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.

12.7 The Contractor/FMC shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor/FM agencies to display the same.

12.8 The personnel of the Contractor/FMC shall not be the employees of the IWAI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The



Contractor/FMC shall make them known about this position in writing before deployment under this agreement.

12.9 The Contractor/FMC shall also provide at its own cost all benefits statutory or otherwise to its employees and the IWAI shall not have any liability whatsoever on this account. The Contractor/FMC shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

12.10 The Contractor/FMC shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

12.11 The Contractor/FM agencies shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor/FMC quarterly.

12.12 The Contractor/FMC shall submit a copy of wages sheet showing monthly wages paid to its personnel.

12.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

12.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

12.15 The Contractor/FMC shall not employ any person below the age of 18 years old.

#### **12.16 Contractor/FMC Personnel**

12.16.1 The Contractor/FM agencies shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the IWAI premises at the IWAI Site and in sufficient number to undertake the responsibilities imposed upon the Contractor/FM agencies under the Contract and to provide full attention for executing the work thereof.

12.16.2 The Contractor/FMC shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor/FMC shall also keep informing the IWAI of any change in its organization or its personnel

12.16.3 The personnel engaged by the Contractor/FMC shall be dressed in neat and clean uniform (including proper name badges).

### **13.0 CONTRACTOR/FMC LIABILITY**

13.1 The Contractor/FM agencies shall completely indemnify the IWAI and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor/FMC or any of its employees engaged in the provision of the services to the Client.

13.2 The Contractor/FM agencies shall not be liable in any way whatsoever and the IWAI hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

13.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

13.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor/FM agencies or any of its employees engaged in the provision of manpower Services to the Client.

13.3 The Contractor shall not assign, transfer or sub contract any of its rights and duties under the contract except as provided without the prior approval of the Officer-in Charge.

### **14.0 CLIENT'S OBLIGATIONS**

14.1 Except as expressly otherwise provided, the IWAI shall, at its own expense, provide timely all the required facilities at the location(s) where the Services are to be provided required to enable Contractor/FMC employees to carry out the Services.

14.2 The IWAI shall comply with and fulfill the recommendations (if any), if deemed necessary, made in writing by the Contractor/FMC in connection with the performance of the Services. IWAI shall notify the Contractor/FMC of any dishonest, wrongful or negligent acts or omissions of the Contractor/FMC employees or agents in connection with the Services as soon as possible after the IWAI becomes aware of them.

14.3 To enable the Contractor/FMC to provide the services, the IWAI shall ensure that their staff is available to provide such assistance.

14.4 IWAI shall not be under any obligation for providing employment to any of the personnel of the Contractor/FMC after the expiry of the contract. The IWAI does not recognize any employee employer's relationship with any of the workers of the Contractor/FMC.

## **15. CONFIDENTIALITY AND PUBLICITY**

The FMC and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the FMC's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to IWAI or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of IWAI.

## **16. FMC'S REPRESENTATIVES**

The FMC Coordinator shall be the representative of the FMC and shall have authority to act on behalf of the FMC for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

## **17. INDEMNITY AND INSURANCE**

17.1 The FMC shall take out and maintain adequate indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

17.2 IWAI undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.

17.3 The FMC shall indemnify at all times, IWAI from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the IWAI during or in connection in the Services by reason of: (i) infringement or alleged infringement by the FMC of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the FMC.

17.4 The FMC shall indemnify, protect and defend, at FMC's own expense, IWAI, its agents and employees, from and against any and all actions, claims, losses or damages arising out of FMC's failure to exercise the skill and care required under this agreement , provided, however: that FMC is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further \*that the ceiling on FMC's liability shall be limited to ETBA approved by IWAI except that such ceiling shall not apply to actions, claims, losses or damages caused by FMC's gross negligence or reckless conduct;

17.5 In addition to any liability FMC may have under this agreement FMC shall, at its own cost and expense, upon request of IWAI, re-perform the Services in the event of FMC's failure to exercise the skill and care.

17.6 The FMC shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) IWAI's overriding a decision or recommendation of FMC or requiring FMC to implement a decision or recommendation with which FMC does not agree; or (ii) the improper execution of FMC's instructions by agents, employees or independent contractors of IWAI.

## **18. FORCE MAJEURE**

18.1 If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.

18.2 The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

18.3 In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be referred to arbitration in accordance with provision of this agreement.

## **19. OTHER CONDITIONS**

19.1 In the event IWAI desires the FMC to perform such additional services which are not within the Terms of Reference, the FMC shall bound to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties. It will not vitiate the contract.

19.2 IWAI shall provide to the FMC documents/ information/ reports as may be required by the FMC to enable it to provide the Services. IWAI undertakes and agrees to furnish to the FMC from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the IWAI.

19.3 All intellectual property conceived, originated, devised, developed or created by the FMC, its agents, specifically for the purpose of rendering the Services, shall vest with IWAI unless otherwise agreed, between IWAI and the FMC. IWAI as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

19.4 Unless otherwise agreed, IWAI shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the FMC.

## **20. COMPLIANCE WITH LAWS**

The FMC shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the FMC.

## **21. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Noida shall have jurisdiction over all matters arising out of or relation to this Agreement.

## **22. DISPUTE RESOLUTION**

### **22.1 Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

### **22.2 Arbitration**

#### **a. Procedure**

In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 together with any statutory modifications or re-enactment thereof. In view of the arbitration proceedings, the work under the agreement should not be suspended.

#### **b. Place of Arbitration**

The place of arbitration shall ordinarily be Noida but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

### **c. English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **d. Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration and Conciliation Act 1996 and as amended subject to the rights of the aggrieved parties to secure relief from any higher forum.

### **e. Performance during Dispute Resolution**

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

## **23. SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

## **24. WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

## **25. MODIFICATION**

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## **26. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of facsimiles, 24 hours following confirmed transmission.

## **27. TRANSFER OR ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

## **28. VARIATIONS**

IWAI may, by written notice to the FMC, direct the FMC to vary the scope, sequence or timing of the Services and the FMC shall be bound to comply with that direction. All such variation shall be in writing.

## **29. SPECIAL CONDITIONS**

29.1 Admission to site by FMC to ascertain his own information.



29.1.1 The FMC shall contact the Management for the purpose of inspection of site and relevant documents other than those sent herewith, who will afford reasonable facilities for the purpose. The FMCs shall also make themselves familiar with working condition accessibility of site (s), availability of materials and other cognate conditions which may effect the completion of the entire work under this contract safely and economically.

29.1.2 The FMC shall be deemed to have visited the site (s) and made themselves familiar with the working conditions whether they actually inspect the site (s) or not.

## 29.2 Security

29.2.1 The management shall at his discretion have the right to issue passes as per rules and regulations in force to control the admission of the FMC, his agents, employees, and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the management or the authorities concerned and in any case on completion of work or staff leaving the job.

29.2.2 The FMC and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the installation/area, in which the work is to be carried out e.g. Prohibition of smoking and lighting, fore precautions. Search of persons on entry and exist keeping to specified routes, observing specified timing etc. Nothing extra shall be admissible for any man-hours etc. lost on this account.

## 29.3 Conditions of working in restricted area

### 29.3.1 Visit to site within the restricted area

Permission to enter the restricted area at the time of submission of tenders can be obtained through the management. FMCs are advised to send prior intimation of their agents, representatives etc. if any, dates and time of their proposed visit so that necessary arrangements may be made by management to secure admission. Whether a FMC visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area

### 29.3.2 Entry / Exit

The FMC, his agent(s), representatives, workmen etc. and his materials, carts, trucks, other means of transport etc. will be allowed to enter through and leave from only from such gate, gates and at such times as the management or authorities in charge of the Restricted Area may at their discretion permit to be used. The FMC's authorized representative is required to be present at place of entry and exit for the purpose of identifying his carts, truck etc. to the personnel in charge the security of Restricted Areas. Movement of men and Material from site or to the site shall be after detailed verification for correctness and entitlement.

#### 29.3.3 Identity cards or passes

The FMC, his agents, workers and representatives are required individually to be in possession an identity card or pass to be obtained from management. The identity card or pass will be examined by the security staff at the time of entry into or exit from the restricted area and also at a time or number of times inside the restricted area.

#### 29.3.4 Identity card of workmen

a. Every workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of the labourers by the FMCs and attested by the officer in charge of the services concerned in accordance with the standing rules and regulations of the units.

b. FMC shall be responsible for the conduct and action of his workman, agent, and representative.

#### 29.3.5 Search

Thorough search of all persons and transport shall be carried out at each gate and for as many times a gate is used for entry or exit. Search may also be carried out any time or any number of times at the work site within the restricted area / installations.

#### 29.4 Minimum wages payable

29.4.1 The FMC or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India for application in IWAI, Noida.

29.4.2 The fair wage referred to in will be deemed to be the same as the minimum wages payable as referred to above.

#### 29.5 Co-operation with other agencies

The FMC shall permit free access and generally, afford reasonable facilities to other agencies or departments, workmen engaged by the Ministry to carry out their part of the work, if any under separate arrangements.

#### 29.6 FMC's representatives and workmen

The FMC shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work. If for reasons of technical collaboration or other considerations, the employment of any foreign national is unavoidable, the FMC shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his offer and permission could be considered case to case basis on its merits.

#### 29.7 Security of classified documents

29.7.1 The FMC shall not communicate any classified information regarding the work either to sub-FMCs or to others, without the prior approval of the management. The FMC shall also not make copies of the design / drawings and other documents furnished to him in respect of the work or earlier on termination of the contract. FMC will sign Non- Disclosure Agreement to this effect.

29.7.2 Materials brought to site shall be stored as directed by the management and documented, shall be suitably marked for identification and consumption is monitored to maintain minimum / maximum limit.

29.7.3 The FMC shall, on demand, produce to the management original receipt vouchers / invoices in respect of the supplies. Vouchers / invoices so produced and verified shall be signed and stamped by management indicating work order number. The FMC shall ensure that the materials are brought to site in original sealed containers / packing, bearing manufactures markings except in the case of the requirement of materials being less than smallest packing.

## 29.8 Official secret act

The FMC shall be bound by the Official Secret Act 1923 and will be signed before physically taking over site for operation.

## 29.9 Goods and Service tax and other duties:-

The FMC's rates shall be deemed to include all Duties, labour cess etc. as applicable, excluding Goods and Service Tax, which will be paid separately, at applicable rates on submission of proof of payment. Liability of ECHS, Provident Fund and other statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

## 29.10 Code of Conduct

29.10.1 The FMC or an experienced supervisor engaged by the FMC shall personally visit installations under operation daily in every shift and ensure PPM is followed strictly. He shall also ensure proper manning of each installation by authorized Technician and by organizing the operators engaged by the FMC in such a manner that all services are manned, operated by 24 X 7 hrs basis or as ordered by management.

29.10.2 FMC shall provide and maintain all site documents, SOPs, Checklists, Trackers as per engineering best practice for safe and economical running of services, shall be followed. Draft SOPs, Check Lists, PPM Schedules shall be forwarded to Management for approval before they are placed at site for application within month of acceptance of LOI.

## 29.11 Compliances

The FMC shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.

### 29.11.1 Availability of resources of IWAI

a. IWAI shall make available to the FMC the items expressly specified to be provided by IWAI in this Tender. The FMC shall be responsible for the safe custody of these items that are in its care.

b. The asset manager at location will be the first point of contact of IWAI and provide clarifications to the FMC if required.

c. IWAI will have strict security and other regulations for the use and occupancy of IWAI premises from time to time and shall give the FMC a written notice thereof. IWAI's authorized representatives shall have access to premises at all times. While working on the premises of IWAI, employees of the FMC must observe all regulations in force in IWAI premises. IWAI will require written confidentiality undertakings from those employees who are working in the premises of IWAI.

#### 29.11.2 Quality performance and reports

a. FMC agrees to advise IWAI of any material or strategic changes in its operations and to ensure that such changes do not compromise the requirements for the quality performance as set out in the Scope of Work.

b. IWAI has right to inspect the Services purchased. IWAI reserves the right to reject Services, which do not conform to the mutually agreed specifications and requirements, including without limitation, the Scope of Work. IWAI may, at its option, require prompt improvement and/or repair of non- conforming Services.

c. If the Services delivered do not correspond with the Tender, IWAI may request FMC to place an improvement and/or repair plan including time schedule to improve or repair the Services based on terms mutually agreed. If the FMC fails to fulfill the improvement and/or repair plan as mentioned within the agreed time schedule, IWAI may terminate the agreement.

#### 29.12 Warranties

The FMC warrants that it has and shall exercise all reasonable skill care and diligence in carrying out its obligations under this Tender and shall provide the Services strictly in accordance with the scope of services.

#### 29.13 Personnel

a. The FMC shall recruit, hire, train, supervise and direct employees working in the Services operation. The FMC is also responsible for transfer and discharge of them.

All personnel employed by the FMC shall at all times and for all purposes be solely in the employment of the FMC.

b. The FMC shall assign personnel of appropriate qualification and experience to perform and fulfill its obligations under this Tender. The FMC shall take commercially reasonable steps to ensure that staff members performing Services under this Tender are qualified and suitable to perform such Services. The FMC is obliged to replace, without unreasonable delay and at no cost to IWAI, any personnel whom IWAI considers lacking the necessary competence or with whom IWAI finds it difficult to collaborate.

c. FMC shall ensure that, as per the requirement of the contract (Section VI), the Desired Minimum Educational & working Experience Qualification Criteria of the personnel is met.

d. The FMC will have to ensure compliance with all labour laws / regulations before a contract can be signed. This will include obtaining appropriate license, PF/ESI registration, staff employment letters etc. The FMC will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices. The FMC will ensure that the total number of staff deployed at any property is agreed with IWAI beforehand and this number is not changed without consent of IWAI.

e. The FMC shall ensure that all employees engaged by the FMC to perform development of the Services are employees of the FMC and that under no circumstances shall the relationship of employer and employee be deemed to arise between IWAI and FMC's personnel.

f. The FMC should ensure police verification of every manpower before deploying them.

g. The FMC may not recruit the entire manpower under its own employment. Management staff, supervisors etc. should be full time employee of the FMC, however, full or part of total required unskilled, semi-skilled or skilled workers may be procured through a sub-contractor, where the actual deployment shall be done, only after obtaining approval of the IWAI on such list of manpower selected for

deployment. Request for approval shall be submitted to the IWAI with following documents, which will be arranged by the FMC at its own cost:

- i. Notarized copy of Agreement executed between the FMC and the Sub- contractor for providing manpower for the services described herein
- ii. Police verification report of each of the personnel, date of which should not be earlier than 30 days from the date of submission of request for approval
- iii. Medical fitness certificate issued by a registered medical practitioner. date of which should not be earlier than 30 days from the date of submission of request for approval
- iv. List of trainings imparted to each of the personnel
- v. Photograph of the personnel with address
- vi. Qualification and experience of each person
- h. The FMC shall pay overtime to its workers, whenever necessary, as per the applicable laws, which shall not be paid extra or reimbursed separately by the IWAI to the FMC

#### 29.14 Safety Guidelines

- a. The FMC must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.
- b. All FMC workmen should be provided with a uniform and shall work within the IWAI premises in their prescribed uniform.
- c. The FMC shall ensure that no access (passages / access to emergency apparatus / exits) is blocked.
- d. The FMC shall ensure that proper fencing, lighting and warning signs are placed on and around the work site for safety at all times.
- e. The FMC shall report all notifiable accidents, dangerous occurrence and potential hazard situations to IWAI representative on site.

- 
- f. The FMC shall provide prior information to the IWAI representative about any hazardous material being brought on the site and shall ensure security storage of such material.
- g. The FMC must not remove or displace any guard, fencing or other safety equipment, which is designed to protect personnel or machinery or any place where safety equipment has been provided without the written permission of IWAI representative. On completion of any work, any such guards / fencing that had to be removed must be replaced immediately and whilst work is being carried out, machinery must not be operated.
- h. The housekeeping standards employed by FMC and his sub-contractors must be good in all respects.
- i. The FMC must leave work areas in a clean, tidy and safe condition at the end of each working period.
- j. The FMC must obtain prior permission from IWAI representative, if the processes being employed to carry out that work significantly increase the ambient noise level in that area being worked.
- k. No work may be carried out above the heads of people or over gangway or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the IWAI representative.
- l. All temporary structure, erected by contractors or sub-contractors for the purpose of allowing their staff to work at heights of more than 4m above floor level, must be constructed in accordance with the safety regulations .
- m. The FMC must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.
- n. The FMC must take prior permission from IWAI manager before working on plant services such as water lines or electricity.
- o. The FMC should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.



p. The FMC should take prior permission from IWAI representative before connecting any power tool to the electric supply and must never connect these to UPS.

q. All electrical equipments/appliances must be connected by 3 core cables and 3 pin plugs / sockets.

For 3-phase supply, 05 core cable (03 phase, neutral & earthing) are to be connected through appropriate industrial plug/MCBs.

r. Any power / compression / percussion tools must be used by trained personnel with proper safety precautions during operation / storage.

s. The FMC must take prior permission from IWAI representative before hoisting / lifting any equipment. The FMC should ensure that adequate anchorage is deployed.

t. The FMC must take prior permission from the Estate Manager before bringing any lift- trucks, cranes, lift pulley systems in the premises.

u. The FMC should ensure that their personnel do not consume alcohol / do not smoke / do not take drugs on site.

v. All workmen of the FMC or their sub-contractors must have valid identifications cards issued by the IWAI shall display at all times during duty hours.

w. During electrical work, the FMC shall ensure that rubber gloves / boots of correct grade are used; temporary supply is tapped from source panel which is properly fabricated / fixed and earthed; each tapping shall be through ELCB; have double earthing for 3-phase connection.

x. During welding work, the welding set shall be properly earthed to the nearest earth pit.

#### 29.15 Additional Work

In the event of any Additional Work, beyond Scope of Work mentioned herein, amount of fees shall be determined on mutual agreement. After receipt of instruction for any work which is not in the Scope of Work mentioned herein, the FMC shall submit analysis of cost of such Additional Work for approval of the IWAI, before execution of such Additional Works.

29.16 Official Records:

29.16.1 The Contractor/FMC agencies shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.

29.16.2 The Contractor/FMC agencies shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

29.16.3 The Contractor/FMC agencies shall furnish an undertaking that within seven days of the close of every month they will submit to IWAI a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.

29.16.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor/FMC shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
- (d) The Contractor/FM agencies shall also prepare a register indicating all payments / dues in respect of all the employees.

EXECUTED BY IWAI by being signed by a duly authorized officer in the presence of:

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

EXECUTED BY \_\_\_\_\_ by being signed by a duly authorized officer in the presence of:

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

## **SECTION-IX: ANNEXES**

## ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

**To**

The Chairperson  
Inland Waterways Authority of India  
Ministry of Shipping, Govt. of India  
A-13, Sector-1,  
Noida(U.P.)  
Pin- 201301

In consideration of the ..... (hereinafter called "**Employer**") having to enter into an Agreement with M/s ..... (hereinafter called the "**FMC**") as a follow up to the Letter of Award no.....dated..... issued by the Employer **for Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida**, on production of Performance security in the form of Bank Guarantee for INR ..... (Indian Rupees.....only), at the request of ..... **FMC**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Indian Rupees-----only) against any default or failure on the part of FMC to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **FMC's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Indian Rupees.....only).

2. We, **(Bank)** undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **FMC** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **FMC** shall have no claim against us for making such payment.
  
3. We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **FMC** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
  
4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **FMC** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **FMC** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **FMC** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **FMC** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect

of so relieving us.

5. It shall not be necessary for the Employer to proceed against the **FMC** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **FMC** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR .....(Indian Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **FMC**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of ..... 20XX  
for .....  
(Indicate the name of bank)

Signature.....

Name of the Officer

.....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and  
Branch.(SEAL)

## **ANNEX - II: AGREEMENT FORM**

### **Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida**

#### **AGREEMENT**

#### **BETWEEN**

**INLAND WATERWAYS AUTHORITY OF INDIA**

#### **AND**

**FACILITY MANAGEMENT CONTRACTOR**

This agreement made on this day of Two thousand seventeen between Inland Waterways Authority of India, A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. - 201301. (hereinafter called the "IWAI" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/S.....having its office at .....(hereinafter called " FMC "which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office ) on the other part.

WHEREAS IWAI is desirous for Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida as per the work Order No. ....dated .....in accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

**WHEREAS THE CONTRACTING FIRM** has agreed to undertake the Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:



The FMC shall undertake the **Facility Management Services including maintenance and operation activities for IWAI Office at Noida** as per the work Order No. ....dated .....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contact
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendum's
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j) .....
- k) ....
- l) .....
- m) .....

In WITNESS whereof the IWAI has caused Shri .....on their behalf to hereunto set his hand and the FMC has caused Shri ..... on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

- 1)
- 2)

And this deed was duly executed by Shri.....for the FMC above named in the presence of

Witnesses of FMC

- 1)
- 2)

## ANNEX -III: DETAILS OF BANK ACCOUNT

**FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM  
(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

**NAME OF THE SERVICES:** \_\_\_\_\_

We \_\_\_\_\_ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay / default due to any technical reasons beyond IWAI's control:-

**Bank Account Number** : \_\_\_\_\_  
**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_  
**NAME OF THE BANK** : \_\_\_\_\_  
**ADDRESS OF THE BRANCH** : \_\_\_\_\_  
**OF THE BANK**  
**BRANCH CODE** : \_\_\_\_\_  
**ACCOUNT TYPE**  
**(SAVING/CURRENT/OTHERS)** : \_\_\_\_\_

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

IWAI hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

**Signature of Authorized Signatory  
Name & Designation**

**Date:**

**Place**

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## **ANNEX-IV: BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a Bank Account No. .... with our branch and the bank particulars mentioned above are correct.

**Authorized Signatory**  
**Authorization**

**Date:**

**No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Official Seal/Stamp**

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**ANNEX-V: TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

To,

Date:

**The Secretary,**  
**INDIA INLAND WATERWAYS TRANSPORT AUTHORITY,**  
**A-13, Sector – 1, Noida - 201 301,**  
**District: - Gautam Buddha Nagar (U.P.)**

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**

**Name of Tender/Work:** - Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office cum R&D Complex at Noida

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: [www.iwai.nic.in](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> as per your 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 from Page No. \_\_\_\_\_ to \_\_\_\_\_ (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 minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organisation for this work too have 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)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

5. In case any provisions of this Tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully**  
**(Signature of the Bidder, with**  
**Official)**

## ANNEX-VI: BANK GUARANTEE FORM FOR EMD

The Chairperson,

Inland Waterways Authority of India,

A-13, Sector – 1, Noida - 201 301,

District: - Gautam Buddha Nagar (U.P.)

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of \_\_\_\_\_ in the state/s of \_\_\_\_\_ herein called "the Tender"

KNOW ALL PEOPLE by these present that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of country) having our registered office at (\_\_\_\_\_) (hereinafter called the "Bank") are bound unto the India Inland Waterway Transport Authority (hereinafter called "the Owner") in the sum of the INR. \_\_\_\_\_ (Indian Rupees \_\_\_\_\_) \*for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day \_\_\_\_\_ of 2017 and undertake to pay the amount of \_\_\_\_\_ INR \_\_\_\_\_ to the employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Agreement Form in accordance with the instructions to bidders or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Owner up to the above amount upon receipt of his written demand, without the Owner having to substantiate his demand, provided that in his

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demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to six months or more beyond the last date of receipt of bids or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tender. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

**SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK**

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**NAME AND DESIGNATION**

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**SEAL OF THE BANK**

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**SIGNATURE OF THE WITNESS**

---

**NAME OF THE WITNESS**

---

**ADDRESS OF THE WITNESS**

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## **ANNEX-VII: LETTER OF CONSENT**

(To be filled up by Sub-FMC and submitted in Enclosure II of this tender document)

Sub-FMC's Name: [insert full name]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

Tender No. and title: [insert Tender number and title]

Dear Sir,

The invitation for tendering for [insert name of work] has been called by [insert name of employer].

In this regard, this is an undertaking that [insert name of Sub-contracting firm] having its office at [insert address of the Sub-contracting firm] is willing to participate as sub-FMC for [insert brief work details for which sub-FMC will provide services] with [insert name of Bidder] for this project and we are submitting our relevant experience IWAI certificates for the same.

[Insert name, signature and seal of authorized representative of the Sub-FMC]



**To be signed by the bidders' and the same is to be signed by Authorized Signatory/ competent Employer on behalf of IWAI.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of ..... 2017

BETWEEN

Chairperson, India Inland Waterway Transport Authority represented through Secretary, A-13, Sector – 1, Noida - 201 301, District: - Gautam Buddha Nagar (U.P.).

IWAI, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through .....(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/FMC" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/ .....)  
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Selection of Contractor for providing Facility Management Services including maintenance and operation activities for IWAI Office at Noida.

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and FMC(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the

terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

### **Article 1: Commitment of the Principal/Owner**

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

### **Article 2: Commitment of the Bidder(s)/FMC(s)**

1. It is required that each Bidder/FMC (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI I all suspected acts of fraud or corruption or Coercion or Collusion of

which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/FMC(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/FMC(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/FMC(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/FMC(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/FMC(s) of foreign origin shall disclose the names and addresses of agents/representatives in India / India, if any. Similarly Bidder(s)/FMC(s) of India / Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the India / Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/FMC(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/FMC(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/FMC(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/FMC(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/FMC(s) and the bidder/FMC accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/FMC(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the FMC shall have powers to disqualify the Bidder(s)/FMC(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/FMC from future contract award

processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/FMC.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or FMC, or of an employee or a representative or an associate of a bidder or FMC which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India / India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/FMC as deemed fit by the Principal/ Owner.

- 3) If the Bidder/FMC can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/FMCs**

- 1) The Bidder/FMC shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and FMCs.
- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the FMC 12 months after the completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.

#### **Article 7: Other Provisions**

- 1) This Pact is subject to India Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action

taken by The Employer/Principal in accordance with this Integrity Agreement/  
Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS, WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

**(For and on behalf of Employer)**

.....

**(For and on behalf of Bidder/FMC)**

**WITNESSES:**

1. ....

**(signature, name and address)**

2. ....

**(signature, name and address)**

**Place:**

**Date:**

## Appendix-A: Specification & Detail of Works for FMC

Sl. No.	Description	Specification & Detail
1.	Operation & Annual Maintenance Contract (AMC) (comprehensive) of HVAC (DVRF) system installed in vertical expansion (from 2 <sup>nd</sup> to 6 <sup>th</sup> floor)	<p><b>Detail of DVRF machine floor wise*</b></p> <p><b>Detail of CUSTOMISED INDOOR UNITS – VERTICAL**</b></p>
2.	Annual Comprehensive maintenance of passenger lifts (2 nos.)	Annual comprehensive maintenance of 8 persons – 540 Kg. capacity passenger lift, having speed of 1.25 MPS gear less 8 stops and 8 openings and total travel of 30 meters approximately duplex control complete with stainless steel Car, SS Car Door & Hoistway Door etc.
3.	Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking	<p>Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking in 2 modules (1 module of 6 Level 7 Grid accommodating 37 cars and 1 module of 6 Levels 6 Grid accommodating 31 cars as per the scope of the work and specification given in tender. The item includes cost of deployment of required no. of experienced manpower for operation (minimum 2 nos.) and also required experienced manpower for annual comprehensive maintenance including tools, tackles, parts, spares, equipments, consumables and all such materials required for smooth and uninterrupted working of the complete parking system.</p> <p style="text-align: center;">a) For 1 year <b>(Service tax will be paid extra if applicable).</b></p>
4.	Annual Comprehensive maintenance of Split and window type Air Conditioners	<p>Split Air Conditioners 2.0 TR - 23 nos.</p> <p>Split Air Conditioners 1.5 TR - 17 nos.</p> <p>Window Air Conditioners 2.0 TR - 1 nos.</p> <p>Window Air Conditioners 1.5 TR - 1 nos.</p> <p>Total - 42 nos.</p>



5.	Annual Comprehensive maintenance of DG Sets	500 KVA DG Sets with canopy Kirloskar make – 1 no. 380 KVA DG Sets with canopy Kirloskar make – 1 no. 160 KVA DG Sets with canopy Kirloskar make – 1 no.
6.	Substations, HT & LT panels	<b>Detail of Substations, HT &amp; LT panels***</b>

**\*Detail of DVRF machine floor wise:**

Sl. No.	Floor	Detail of machine (DVRF)	Total capacity in HP
1.	1 <sup>st</sup> Floor	2 X 18 HP + 1 X 14 HP	50 HP
2.	2 <sup>nd</sup> Floor	2 X 18 HP + 1 X 14 HP	50 HP
3.	3 <sup>rd</sup> Floor	2 X 18 HP + 1 X 14 HP	50 HP
4.	4 <sup>th</sup> Floor	2 X 18 HP + 1 X 14 HP	50 HP
5.	5 <sup>th</sup> Floor	2 X 21 HP + 1 X 12 HP	54 HP
			<b>254</b>

**\*\*Detail of CUSTOMISED INDOOR UNITS – VERTICAL**

(i)	AHU-1	9000	40	4	5	20 TR	No.	1
(ii)	AHU-2	9500	40	4	5	21 TR	No.	1
(iii)	AHU-3	9000	40	4	5	20 TR	No.	1
(iv)	AHU-4	9500	40	4	5	21 TR	No.	1
(v)	AHU-5	9000	40	4	5	20 TR	No.	1
(vi)	AHU-6	9500	40	4	5	21 TR	No.	1
(vii)	AHU-7	9000	40	4	5	20 TR	No.	1
(viii)	AHU-8	9500	40	4	5	21 TR		1
(ix)	AHU-9	10000	40	4	5	22 TR	No.	1
(x)	AHU-10	11000	40	4	5	23 TR	No.	1

**\*\*\*Detail of Substations, HT & LT panels**

Sl. No.	Items	Specification
1.	Substations	Pre-fabricated factory built compartmentalized type outdoor duty package substation made of

		<p>2mm thick GI sheet enclosure with a base of 4mm thick GI hot dip galvanized sheet, accessible from all around for all the equipments housed inside, all the doors must be locking provision and the partitions between the different compartments must be atleast of 2mm thick GI sheet and having a provision of sufficient ventilation avoiding heating of the material kept inside the enclosure. The enclosure exterior shall be painted with the polyurethane paint of specified The package includes 1way HT switchgear (SF6) insulated ring main unit), 1000KVA,11KV / 415V oil immersed transformer, 1600A 4P ,MDO ACB. the system should have indicators for all kind of faults, the work involves all the internal connections, terminations including supply of inter connected cable terminations and all other accessories require to furnish the job.</p>
<p>2.</p>	<p>HT 11 KV RMU PANEL (11KV METER ROOM)</p>	<p>11KV HT Panel type Ring Main Unit RMU Complete with Transformer Protection feeder with 1No.SF6 circuit Breaker Incoming / Outgoing (D function) having following Specifications:-</p> <p>Rated - 12KV</p> <p>Short time with stand current - 21KA (rms)</p> <p>Duration of Short time current -1.0Second</p> <p>Type of Feeder - Transformer</p> <p>Type of Circuit Breaker - SF6</p> <p>Rating of Circuit Breaker -200A</p> <p>Operation -Manual</p> <p>Protection relay for Circuit -VIP -35</p> <p>Breaker transformer protection</p> <p>Type - Non Extensible, Indoor type</p> <p>Designation -RMU NE-D</p> <p>Cable Entry -Bottom through trench</p> <p>Cable Size - 11KV 3 Core 150 sq. mm Alu. conductor, XLPE insulated, Arm round cable</p>

3.	<b>L.T. PANELS</b>	<p>cubical type panels made of 14 guage CRCA structure, base channel, complete with, moulded case circuit breakers, meters, indicating lamps, current transformer etc. Complete in all respects, insulated bus bars with heat shrinkable PVC sleeve in suitable bus chambers, interconnection, small wiring, name plate, danger plat, earth bus etc. &amp; comprising of compartments with hinged door for each feeder &amp; its accessories, cable alley with hinged doors, bus chamber with bolted door etc. The panel being of dust &amp; vermin proof construction with rubber gasket attractively powder coating etc. The panel shall be free standing type/ wall mounted type as per relevant drawing and comprising with the following.</p> <p>All MCCBS shall be with Extended type Front door operating handle, Phase Spreaders &amp; Phase Barriers.</p> <p>Metering CTs burden shall be 15VA &amp; accuracy class 1.0.</p> <p>CTs shall be "CAST RESIN" type .</p> <p>MCCB's upto 250A shall be with Adjustable thermal-magnetic and above 250A Microprocessor based release.</p> <p>All indication lights shall be LED type.</p> <p>All meter shall be "DIGITAL" type.</p> <p>Rated Short time withstand current of all ACB's are lcw for one second.</p> <p>Breaking Capacity of all MCCB's are lcs Service Breaking Capacity</p> <p>Degree of Protection for panels shall be IP:52</p> <p>Panel Manufacturer should have Type Test Certificates for Short Time withstand current test of 50KA for 1.0 Sec from CPRI. Bhopal / Bangalore.</p> <p>Capacitor Banks shall be Heavy Duty type equal to MPP - H.</p> <p>Control SP MCB's of 2A Rating shall be provided for each metering circuit.</p>
A)	<b><u>MAIN L. T. PANEL (MLTP)</u></b>	1 Set
B)	<b>SYNCHRONIZATION PANEL</b>	1 Set

<b>C)</b>	<b>CAPACITOR CONTROL PANEL-1 (325KVAR)</b>	1 Set
<b>D)</b>	<b><u>NEW UTILITY PANEL</u></b>	1 Set
<b>E)</b>	<b><u>AC PANEL-1</u></b>	1 Set
<b>F)</b>	<b><u>AC PANEL-2</u></b>	1 Set
<b>G)</b>	<b>OUT DOOR TYPE LT PANEL THERMOPLASTIC ENCLOSURE IN</b>	
<b>i)</b>	<b>MDB - 1 &amp; MDB-2 (MECHANICAL CAR PARKING)</b>	2 Sets