

आरएफपी संख्या आईएफसीआई/आईटी/जीईएम/2023-24/29
RFP No. IFCI/IT/GEM/2023-24/29

दिनांक :19/09/2023
Dated: 19/09/2023



हेतु
प्रस्ताव अनुरोध (आरएफपी)
Request for Proposal (RFP)
For

AMC for Maintenance of IFCI Website for two years
दो वर्षों के लिए आईएफसीआई वेबसाइट के रखरखाव के लिए एएमसी

निविदा का तरीका - जीईएम पोर्टल पर ई-निविदा
Mode of Tender - e-Tendering on GEM Portal

निविदा तिथि : 19/09/2023
Tender Date : 19/09/2023

से पहले जमा किया जाना है
To be submitted before
04:00 PM on 03/10/2023

संबोधित करें /**Addressed To**

महाप्रबंधक (आईटी), आईएफसीआई लिमिटेड, आईएफसीआई टॉवर,
61 नेहरू प्लेस, नई दिल्ली - 110019
General Manager (IT), IFCI Limited, IFCI Tower, 61,
Nehru Place, New Delhi - 110019

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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CHAPTER -1

Introduction, Key Events & Dates

For

AMC for Maintenance of IFCI Website for two years

RFP No. IFCI/IT/GEM/2023-24/29

**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
Phone: 011-4173 2000**

Chapter-1

Introduction

Background

The Industrial Finance Corporation of India (IFCI) was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector.

IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business/industry segment to another. IFCI customizes the product-mix to maximize customer satisfaction. Its domain knowledge and innovativeness make the product-mix a key differentiator for building, enduring and sustaining relationship with the borrowers.

Invitation for Tender Offers

IFCI invites bid (**Technical bid and Commercial bid**) from eligible, reputed prospective bidders on GeM portal for All-inclusive Annual Maintenance Contract (AMC) for **Maintenance of IFCI Website, for two years, start date 01/11/2023 end date 31/10/2025 and with a provision of One (1) year extension subjected to evaluation of the performance of the service provider by IFCI before end of the contract.**

Prospective bidders are advised to check the prequalification criteria before applying for bids. IFCI invites bidders (hereinafter referred as Bidders) to provide services as outlined in section "Scope of Work".

Key Events and Dates

Tender Notice No	IFCI/IT/GEM/2023-24/29
Bid Security / EMD	Rs.72,000/- (Rupees Seventy-two thousand only)
Date of Issue	19/09/2023
Last date for seeking clarifications, if any	21/09/2023, 5:00 PM
Date of Pre-Bid Meeting with the bidder	22/09/2023, 02:30 PM
Last date and time of submission of (Technical & Commercial)	03/10/2023 4:00 PM
Date and time of opening of Technical Bids	03/10/2023, 4:30 PM
Date and time of opening of Commercial Bids	Eligible bidders shall be notified through Gem portal post evaluation
Name of the contact person for any clarification	Ms. Nupur Kaushik , DGM, Phone- 011-41732159 Mr Rajesh, AGM, Phone-011-41732154

e-mail Address	PI quote the RFP No in the Subject Line of the e-mail itrfpquery@ifcilttd.com
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Note: IFCI reserves the right to cancel the Tender process at any stage during the Tender Process.

CHAPTER -2

Instructions to Bidder(s)

For

AMC for Maintenance of IFCI Website for two years

RFP No. IFCI/IT/GEM/2023-24/29

**IFCI Limited, IFCI Tower
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Chapter- 2

Instructions to Bidder(s)

1. Bidder(s) shall submit their bid (comprising of "Technical" and "Financial" bid), online at GEM Portal.
2. **On Line submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner:-
 - a) **Technical Bid: Scanned Copies to be uploaded (.pdf):**
 - i. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification of bidder(s). Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing on it. Submission of financial quotation along with technical documents will be summarily rejected without further consideration.
 - b) **Financial Bid: (.xls):** Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid.
3. Submission of more than one bid is not allowed and shall result in disqualification of the bidder.
4. **Validity of bids:** Bid submitted by the Bidder(s) shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of bid (Technical and Financial), including extensions, if any.
5. IFCI reserves the right to reject any or all the bids without assigning any reasons thereof.
6. **Authorization and Attestation:** Bidder(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.
7. The Standard Terms and Conditions of this RFP also form part of the Limited e-Tender specifications. The information furnished shall be complete by itself. Bidder(s) are required to furnish all the details and other documents as required.
8. Bidder(s) are advised to study all the tender documents carefully.
9. Any conditional bid received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder(s).
10. Any submission of bid shall be deemed to have been done after careful study and examination of this RFP document and with the full understanding of the implications thereof.
11. In case of any doubt about the meaning of any portion of this RFP or any discrepancies or omission(s) in the scope of work or any other portion of this RFP or any incomplete portion or requires clarification on any aspect, scope of work etc. Bidder(s) shall contact the authority inviting the tender as per date and time mentioned in Chapter 1, **Section 3: Key Events and Dates.**
12. Bidder(s) request for clarification shall be with reference to Sections and Clause numbers given in this RFP document.

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

CHAPTER -3

Eligibility & Technical Qualification Criteria

For

AMC for Maintenance of IFCI Website for two years

RFP No. IFCI/IT/GEM/2023-24/29

**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
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Chapter -3

Eligibility criteria (Mandatory Requirement)

Sl. No	Criteria	Documents To be submitted
1.	The Bidder should have a registered office in India from last 5 years.	Certificate of Incorporation to be submitted along with PAN Card and GST Registration Certificate.
2.	The Bidder should have a minimum of 5 years (ending year 31/03/2023) of experience in maintaining Websites, Web Applications, Web Design and web related services using PHP-Drupal & My SQL database.	Bidder should have successfully carried out a minimum of five AMC and maintenance support work of similar nature for Govt. organizations. (Certificates of satisfactory service from above five Govt. organizations must be enclosed and Website URLs being maintained to be furnished).
3.	Annual turnover of 15 Lakh or more in the last 3 financial years and should be in profit during the same period.	Statutory Auditor's certificate required for Annual turnover and net profit. Self-certified copies of the balance sheet and profit & loss statement for the last 3 completed financial years.
4	The bidder should have at least one office at Delhi/NCR with staff of at least 30 staff members	Self declaration on the company letterhead to be provided
5.	Manpower Strength - The bidder should have minimum of 20 qualified support engineers having thorough knowledge of Linux, Apache, CMS (PHP-Drupal) and MySQL Server (administration and application development). The bidders must have a team on its own payroll with experience of designing and developing websites using the above technology.	Undertaking from the Authorized signatory of The Responder.
6.	The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies	Declaration in this regard by the authorized signatory of The Responder.
7.	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration by an authorized signatory of The Responder.
8.	The bidder will not Sub-Contract the work/contract awarded.	An undertaking to this effect has to be submitted by the successful Bidder.
9.	The bidder should have ISO 9001:2008 certification OR ISO 27001 Certification	A copy of the valid certificates to be enclosed.

10.	The Bidders who have been associated with IFCI in the past must enclose satisfactory performance certificate from IFCI.	Certificate from IFCI to be enclosed.
11	Integrity pact to be executed on plain paper.	Documents to be provided.

4. TECHNICAL SCORING CRITERIA

Sl.	Evaluation Parameters	Max. Marks	Document required
1.	The Bidder must have skilled employee with Professional experience in Design, Development of Web Applications or Website maintenance in PHP-Drupal and My SQL on LAMP. a. > 30 (25 Marks) b. >=25 and <= 30 (15 marks) c. <25 (No Marks)	25	Undertaking from Authorized Signatory to be provided
2.	Web applications developed/under maintenance using PHP-Drupal and MySQL for Indian clients in last 5 years a. >=30 websites (25 Marks) b. >=25 Websites and <30 Websites (20 Marks) c. >=20 Websites and <25 Websites (15 Marks) d. >=10 Websites and <20 Websites (10 Marks) e. >=5 Websites and <10 Websites (5 Marks) f. <5 Websites No Marks	25	List & URLs of Website along with undertaking on letter head
3.	Quality of Service (*Customer Feedback). (Govt. Organizations/PSU/ Financial Institutions/any other for Indian Clients/organization) a. >=15 Clients and <25 Clients (25 Marks) b. >=6 Clients and <15 Clients (20 Marks) c. Equal to 5 Clients (10 Marks)	25	List of Clients along with undertaking
4	Web applications developed /under maintenance using PHP-Drupal and My SQL for at least 5 Indian Clients for a) Bank/Financial Institution - 3 Marks for each Max 15 Marks b) Govt. Organizations/PSU other than Banks/FI - 2 Marks for each Max 10 Marks c) Other organizations – 1 Marks for each Max 5 Marks	15	List of clients
5.	Approach Note for Website Maintenance	10	

- All documents to be provided whenever asked for, in support of undertaking. IFCI before award of Contract can ask for verification of all undertakings given.

Note: Minimum Technical score required is 60. Any bidder who scores less than 60 will not be considered for further evaluation

CHAPTER -4

Scope of Work

For

AMC for Maintenance of IFCI Website for two years

RFP No. IFCI/IT/GEM/2023-24/29

**IFCI Limited, IFCI Tower
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Chapter 4

Scope of Work

IFCI Website (Bilingual) is developed using PHP-Drupal & My SQL under LINUX & Apache Environment.

The bidder is expected to manage and maintain IFCI Website (English & Hindi). The bidder should deploy resources having extensive knowledge and background in utilizing Content management system (CMS) to manage Web sites using PHP-Drupal and Linux environment.

The selected bidder shall monitor & optimize IFCI websites for performance (e.g. ensuring sites have enough storage space, are loading quickly etc.) and ensure adherence to the uptime guarantee, backup frequency and success, etc. Maintenance of all pages, including new pages (English & Hindi) should necessarily be developed and maintained in the CMS and static HTML pages are to be avoided.

All the new development(s) should be in compliance to existing standards (GIGW & WCAG 2.0 Compliant) and should be free from all known vulnerabilities and Bugs. The service provider to ensure that modules being developed for the website should go through mandatory Quality Control and QA testing.

All website updates are time bound. Generally, the website updates are carried out between Monday-Saturday (9.30AM – 6.30 PM) however in order to meet certain statutory & regulatory compliances updates may be required post support hrs. /Public holidays as well. Prior intimation would be sent to the bidder.

The bidder is also required to perform the following activities but not limited to: -

- **Preventive Maintenance:** Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, and satisfactory execution of all diagnostics. The selected bidder is required to provide a preventive maintenance checklist along with a schedule.
- **Patch Management:** Evaluation of suitability/requirement of LINUX Server & PHP-Drupal patches and application of the same on all servers if required.
- **Help Desk Management:** All Call Log details (website updates / issues etc.) are to be managed and maintained by the selected bidder. Online access of all Issues/Tickets with as on date status (centralized helpdesk) to be maintained. The knowledge base of issue logs is to be maintained.

The bidder will have to establish a Help Desk which shall remain open from 9.30 AM to 6:30 PM (Monday to Saturday). The services may also be required before or after the above-mentioned hours depending on specific demands from our business users. The support staff should have a knowledge of Third-Party tools installation, configuration and troubleshooting.

Bidder must adopt industrial standard methodology for **Change Management and Content Change tracking** for IFCI website.

The Bidder will have to arrange for mobile / telephone facility to the engineer to facilitate immediate contact from IFCI's personnel

- **Audit Gap Closure:** The bidder is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the /security system or Government agencies etc.
Bidder is expected to provide compliance for all IFCI's IS AUDIT observations as and when required and addressing of Audit gaps. The bidder is also expected to extend its support during third party audit, if any, for IFCI's website.
- **Website Security Audit:** The successful bidder must perform the website security Audit and perform Gap closure within 3 months on acceptance of Purchase Order. The Audit must be carried out by a certified agency.
- **Content Management System (CMS) & Layout Updates:** Changes to Web Pages, Up-loading / removing / creating /moving of web pages , banners, layout updates, modification/development of graphics-animation, flash content, advertisements etc. Edit, optimize and incorporate content in the form of text, photographs, images and videos etc. provided by IFCI into the website. Providing links to other sites & URLs as and when required. Further development of Special Themes (for National Holidays, Foundation Day etc.) may be required to be developed, limited to 15 in a year.
- **Search Engine Optimization:** The bidder shall create SEO Program that results in an increase in overall visitors. Monthly, SEO report must be submitted by bidder.
- **Deploying on Staging Environment:** Staging environment is setup at IFCI (HO). The bidder is required deploy latest running copy of the website on Staging server. Versioning of source code is to be maintained and reporting the same (Monthly). Further Bidder shall provide complete backup of source code changes carried out / new code developed at the end of each enhancement as and when required.
- **Website Security & Performance Monitoring:** The selected bidder must maintain the integrity of the site against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software and passwords and social media postings regarding inappropriate Comments. This would include checking the content given by IFCI itself for in-built vulnerabilities or if they would cause vulnerabilities. An indicative list is provided as below , however the bidder may propose the industry wise best approach ahead :

- Review various Custom DLLs for potential security breaches.
 - Stop DDoS Attacks
 - Block Phishing Lure Pages
 - Identify DNS & WHOIS Changes
 - Monitor Changes to SSL Certificates
 - Actively Detect & remove Malware and Prevent Intrusions
 - Web performance analysis, Tuning of Database and Operating System
 - Review configurations for OS (Linux, Apache, MYSQL & PHP), provide Recommendations
 - Health check and space utilization
 - Patch updates
- **Incidence & Response Management:** The Bidder shall co-operate with the appointed representatives of IFCI in case of security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities.
 - **Portal Application maintenance:** IFCI Website has three application.
 - Unpaid Investor Application
 - Recruitment Application

The Bidder is expected to maintain these applications and carry out update in application, whenever, required.

- **Major Enhancements/Module Development:** Enhancements catering to approx. 60 man days of effort in a year may be required to be undertaken by the bidder, catering to various business needs. Such requirements may be treated as a Change requests depending upon the complexity/effort required. Development of any new modules and enhancements to the existing modules will be the responsibility of the bidder. In the event of any major change /module to be developed, the bidder may be required to deploy additional resource onsite for understanding the requirements/ trouble shooting / new module development etc. Further, on the bottom of every page information regarding copyright should be displayed.
- **Webmaster Services (Onsite/offsite): The bidder will assign a webmaster onsite.**

The indicative list of activities to be performed is as below:

- Content Updates (Addition, Deletion and Updating), Fixing broken Links and Images
- Check Compatibility of Website Code with various browsers.
- Test site functionality, ease of use and load time.

- Backup Management
Site Backup (Weekly) to be maintained.
Configuring and Maintaining weekly update of Website on the Staging Environment at IFCI's, Head Office, New Delhi
- Scanning website and provide security against hackers and spammers.
- Onsite Resource shall be governed by IFCI's leave calendar. In case of absence of Onsite resource, a backup resource onsite/offsite with same skills to be made available. In case of non-availability of resource, penalty of Rs. 4000/- per day will be chargeable.
- Required Skill Set- Webmaster: He/she must have good knowledge of HTML/ HTML5, CSS, XML, Java, JavaScript, PHP, Drupal, and Web Services, APACHE/TOMCAT & LINUX. Knowledge of MY SQL database would be a plus.
- **Project Monitoring:** Following reports are required to be furnished to IT Operation team as per the frequency stated
 - SEO Report (Monthly)
 - Website Performance Report – Google Analytics Report (Monthly)
 - Security Vulnerability Assessment Report (Fortnightly)
 - Ticket Analysis – SLA Response (Weekly, and quarterly compiled report to be shared along with payment demand raised)
 - Confirmation of Staging environment Update (with latest Code Backup)

Any payments would be released basis the availability of above reports along with the demand raised.

Assumptions & Dependencies

- Content (Hindi and English) shall be provided by IFCI. As far as possible the same will be in electronic form. Hindi content, if not available, may be requested from Rajbasha Department, IFCI Ltd., New Delhi. The responsibility of conversion of content (English to Hindi) lies with IFCI responsibility.
- For user responses/queries simple text based facilities to be provided for input Webmaster / Manager shall monitor and will have provision to forward the same to appropriate units through internal mail.
- Archive: The system shall need Date and Time stamping of all Data entered through Admin in different sections of the Web Portal.

SLA (Service Level Agreement)

The SLA table below specifies support /maintenance /metric along with Mean Time to Respond – “MMTR 1” and Mean Time to Resolve “MMTR 2”

S No.	Service	MMTR 1 (HH:MM)	MMTR2 (HH:MM)
1.	For application related problems bug fixing /enhancements/ new modules development	4 business hrs.	within agreed timelines Penalty of 0.1% from the Quarterly payment (exclusive of GST) shall be deducted for non-adherence to the schedule
2.	For content related problems/ uploading, minor changes to webpages etc.	30 minutes	3 business hrs. Penalty of 0.1% from the Quarterly payment (exclusive of GST) per incident shall be deducted for non-adherence.
3.	Review and response to pending open requests	5 business hrs. with for effort estimation details	Within agreed timelines

Note:

- The Website content update services may also be required before or after the (9.30 AM – 6.30 PM) on Business working days/ exceptionally on holidays, depending on specific demands.

The bidder is expected to provide support for the same, on best effort basis. Prior intimation will be sent across to the bidder as and when necessary.

Also for Application Functionality that require online submission of application, remote/e-mail technical support to be provided to Applicants, as and when necessary.

- Non-availability of resources onsite will result in penalty of Rs. 4,000/- per day.

CHAPTER -5

Bid Submission and Evaluation Guidelines

For

RFP No. IFCI/IT/GEM/2023-24/29

**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
Phone: 011-4173 2000**

Chapter –5

Bid Submission and Evaluation Guidelines

Bid Evaluation

IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.

In order to conduct detailed examination, any time during the process of evaluation, IFCI may at its discretion ask a specific clarification/s from a bidder or all bidder's regarding their Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. The evaluation committee constituted for the purpose, may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Evaluation of Technical Bid

In the first stage of evaluation, Technical bid shall be evaluated, followed by the evaluation of financial proposals of only technically shortlisted Bidder. A Technical bid containing financial information shall be declared non-responsive.

Evaluation of Financial bid

Financial Bid shall consist of financial format/schedules. The rates as in the Financial bid shall quote in figures and the rates must be exclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

The financial bid of only technically shortlisted bidder will be opened and will be ranked in terms of their total evaluated cost. The proposal with the lowest cost will be considered for award of the contract.

The bidder who quotes the lowest Total Amount as per **Price Bid format (Annexure 4)** may be declared as L1.

IFCI will award the Contract to successful bidder based on Techno Commercial Evaluation, and has been determined to be qualified to satisfactorily perform the contract.

CHAPTER -6
Standard Terms and Conditions

For

Bid Submission and Evaluation Guidelines

RFP No. IFCI/IT/GEM/2023-24/29

IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
Phone: 011-4173 2000

Chapter –6

Standard Terms and Conditions

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

IMPORTANT INSTRUCTIONS:

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

(b) **RETURN OF SECURITY DEPOSIT:**

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

(c) **Cancellation of Contract in Full or in Part:**

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

- a. At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the IFCI Ltd.; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the IFCI Ltd.; or
- c. Fails to yearly performance evaluation of the service provider/bidder by IFCI or third party inspection report or both; or
- d. Violates any of the terms and conditions stipulated in the agreement.

(d) ISSUE OF NOTICE:

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

(e) USE OF OFFICE SPACE:

No space belonging to IFCI shall be occupied by the bidder without written permission of IFCI.

(f) RIGHTS OF IFCI:

- a) IFCI reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the bidder for any compensation.
- b) To terminate the contract or get any part of the work done through other agency or deploy IFCI's own/hired/otherwise arranged resources, at the risk and cost of the bidder after due notice period of two weeks by IFCI in the event of:-
- i) Bidder's continued poor progress
 - ii) Withdrawal from or abandonment of the work before completion of the work
 - iii) Bidder's inability to progress the work for completion as stipulated in the contract
 - iv) Poor quality work
 - v) Corrupt act of Bidder
 - vi) Insolvency of the Bidder
 - vii) Persistent disregard to the instructions of IFCI
 - viii) Assignment, transfer, sub-letting of contract without IFCI's written permission
 - ix) Non fulfilment of any contractual obligations
 - x) In the opinion of IFCI, the bidder is overloaded and is not in a position to execute the job as per required schedule
- c) To effect recovery from any amounts due to the bidder under this or any contract or in any other forms, the moneys IFCI is statutorily forced to pay to anybody, due to bidder's failure to fulfil any of his obligations. IFCI shall levy overheads of 5% on all such payments.

(g) RESPONSIBILITIES OF THE BIDDER IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKS ETC.:

- i) The following are the responsibilities of the bidder in respect of observance of local laws, employment of personnel, payment of taxes etc. The bidder shall fully

- indemnify IFCI against any claims of whatsoever nature arising due to the failure of the bidder in discharging any of his responsibilities hereunder:
- ii) The bidder shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc.
 - iii) The bidder shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.
 - iv) The bidder shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the bidder to make good the losses or compensate for the same.
 - v) The bidder shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
 - vi) All safety rules and codes applied by the IFCI at site shall be observed by the bidder without exception. The bidder shall be responsible for the safety of the equipment/material and works to be performed by him.
 - vii) Bidder has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by IFCI/Customer. The bidder has to assist in HSE audit by IFCI/Customer and submit compliance Report. The bidder has to generate and submit record/reports as per HSE plan/activities as per instruction of IFCI/Customer.

(h) INSURANCE:

- i) It is the sole responsibility of the bidder to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the IFCI in the area of project which are in force from time to time will have to be followed by the bidder.
- ii) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belong to third party, the bidder shall have to pay necessary compensation and other expense, if so by the appropriate authorities.
- iii) The bidder will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by IFCI or customer. The bidder will submit necessary documents for lodging/processing of insurance claim. IFCI will recover the loss from the bidder, in case the damage /loss is due to carelessness / negligence on the part of the bidder. In case of any theft of material under bidder's custody, matter shall be reported to police by the bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to IFCI for taking up with insurance. However, this will not relieve the bidder of his contractual obligation for the material in his custody.

(i) STRIKES & LOCKOUT:

- i) The bidder will be fully responsible for all disputes and other issues connected with his employees. In the event of the bidder's employees resorting to strike or the Bidder resorting to lockout and if the strike or lockout declared is not settled within a period of one month, IFCI shall have the right to get the work executed through any other agencies and the cost so incurred by IFCI shall be deducted from the Bidder's

bills/deposits. Further, IFCI reserves the right to terminate the contract in case of any strike/lockout of the bidder.

- ii) For all purposes whatsoever, the employees of the bidder shall in no case be deemed to be in the employment of IFCI.
- (j) Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by IFCI and future blacklisting of the bidder.

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1. The bidder shall deploy adequate manpower at IFCI Tower to the satisfaction of IFCI. IFCI will not be responsible for any overtime payments to the personnel deployed by the bidder for any reason whatsoever. Duty allocation and roaster control shall be the bidder's responsibility. A list of the persons deployed, together with their qualification and experience shall be submitted to IFCI immediately on commencement of the contract. IFCI reserves the right to advise replacement/change the manpower deployed by the bidder, if his service is not found satisfactory.
2. The bidder shall also deploy at site a qualified and experienced Site Engineer/Supervisor/technician in the relevant field having minimum 3 years' experience, handled similar job.
3. IFCI reserves the right to terminate the contract without assigning any reasons whatsoever giving three months' notice to the bidder. Similarly, the bidder will also have to give three months' notice in case bidder wants to discontinue the contract.
4. The rates quoted will remain firm during the currency of the Contract. IFCI shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.
5. Details of cases pending with any Court of Law, if any, status thereof, to be submitted.
6. IFCI reserves the right to reject any of the offers at technical/financial stage, if the same is not up to the expectation of IFCI.

Language

The Bidder shall quote the rates in English language. All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like "subject to availability", "subject to acceptance", "to be provided later" etc. shall not be accepted.

Instructions

Only enclosed formats as provided in original should be used. All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify the specific issues.

Original Tender document copy should be signed and stamped by the bidder on each page accepting the tender terms and conditions.

All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. Relevant product literature may be enclosed with the bid along with media (if any).

The bidder should comply all the Technical Specifications as a part of Technical Bid.

The bidder shall quote the prices in INR and all duties and all taxes, levies, or charges should be quoted separately for each item/head.

All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the bidder will be acceptable. The bidders should also submit a list of their clients/customers (with complete name, address of the bidders and telephone number of the contact person therein) including in Govt. institutions/public sectors/reputed companies with details of reference supplied by them.

Submission of the tender by a tenderer shall always be deemed to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasing of any terms and conditions is not permitted.

Amendment of the BID Document

At any time prior to the date for submission of bids, IFCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

The amendments shall be posted on IFCI website, bidders should visit the website regularly.

In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the IFCI may, at its discretion, extend the deadline for the submission of bids suitably.

Clarification of Tender Document

The prospective Bidders requiring any clarification regarding Tender Document may sent by e-mail @ itrfpquery@ifcilttd.com as per the schedule of dates given in the tender.

Bid Security/Earnest Money Deposit (EMD)

Document to be enclosed:

Earnest Money of Rs.72,000/- (Rupees Seventy Thousand Only) as per Annexure-13.

Discharge of Bid Security / EMD

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

EMD to be forfeited:

1. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

2. If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
3. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of IFCI regarding forfeiture of the Bid Security shall be final and binding upon bidders.
4. If during the bid process, any information is found false/fraudulent/mala fide, then IFCI shall reject the bid and, if necessary, initiate action.

Performance Security / Bank Guarantee

The bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 3% (Three per cent) of the Contract Value, BG format placed at **Annexure 9**.

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

Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by competent authority, IFCI shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

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

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

Award of Contract

After issuance of the Letter of Intent/Work Order, the selected Bidder, shall acknowledged the same within Three (3) days of issuance of Letter of Intent/Work Order and return the duplicate copy, duly signed by an authorized signatory of the company.

Selected bidder shall provide Integrity Pact as mentioned in Annexure 11 duly signed by authorized signatory of bidder. In case bidder fails to provide IP, 10% of invoice raised by the bidder shall be withheld till time IP is received by the bidder.

Completeness of Response

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

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

Rectification of Errors

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

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

Signing of Contract

The successful bidder shall enter into contract agreement with IFCI within the time frame mentioned in the award letter.

Rejection of Bid

Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.

Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

Pre-Qualification Rejection Criteria

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

Technical Rejection Criteria

Technical Bid containing commercial details.

- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.

- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

Commercial Rejection Criteria

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

Annulment of Award

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

Payment Terms

All payments shall be released directly by IFCI to the Bidder, At the end of each quarter post receipt of Tax Invoice (Quarterly basis).

IFCI will have to absolute right to encash Bank Guarantee if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.

Note: -

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

Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the bidder's account. However, benefit of any decrease in these taxes/duties shall be passed on to the customer by the bidder.

Quarterly Payment: The payment would be made on quarterly basis after the close of each quarter against the invoice of the bidder. The quarterly bill for the above said contract shall be submitted by the bidder by 7th of following month and payment shall be released upon

satisfactory performance, after adjusting any cost borne by IFCI due to any reasons, any damages caused by the bidder or his employees, down time etc., as applicable.

Micro & Small Enterprises

The following facilities are extended to Micro & Small-Scale units registered with National Small Industries Corporation & to be mentioned in tender documents as & where required:

- Exemption from Payment of Earnest Money.

Termination for Insolvency

IFCI may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IFCI.

Termination for Convenience

IFCI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IFCI.

Termination of Contract

IFCI without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff or in case there are more than 3 penalties on Service Provider in any month.

The notice of termination shall specify that termination is for IFCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

IFCI can terminate the service agreement by giving three months' notice in advance to other party. In case, the bidder stops service without notice, IFCI shall have the right to encash the bank guarantee and further action without notice.

Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part.

- If the Bidder fails to deliver any or all of the links / service within the time period specified in the Contract, or any extension thereof granted by IFCI.

OR

- If the Bidder fails to perform any other obligation(s) under the Contract.

GST Invoice

- All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- In case of any deficient/incomplete/rejected supply, IFCI shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to IFCI on account of default by the supplier, the same would be recovered by IFCI from the supplier

Taxes, Duties & Levies

The BIDDER agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of WORKS and materials and all contributions, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the BIDDER and the BIDDER shall be responsible for the compliance with all obligations and restrictions imposed by the Labor Law or any other law affecting employer-employee relationship and the BIDDER further agrees to comply, and to secure the compliance of all SUB-BIDDERS with all applicable Central, State, Municipal and local law and regulation , and requirement of any central, State or Local Government agency or authority. BIDDER further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by BIDDER or SUB- BIDDER of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Owner shall make from bidder's bills such tax deductions as are required as per rules and regulations in force from time to time.

Statutory Variation on the rates of GST and Duties of Owner's country, included in the contract price Imposition of any fresh statutory levy/tax shall be considered by Owner against documentary evidence up to the contractual completion period only on finished products.

Change in Constitution

The prior approval, in writing, of the OWNER shall be obtained before any change is made in the constitution of the bidder. If prior approval is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of Clause entitled "sub-letting of works" hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

Safety Regulations

In respect of all labour, directly or indirectly employed in the WORK the BIDDER shall at his own expense arrange for all the safety provisions and abide by all labour laws. Safety codes, and all fire and statutory regulation and keep owner indemnified in respect thereof.

Deduction from the Contract Price

All costs, damages or expenses which the OWNER may have paid or incurred for which under the provisions of the CONTRACT, the BIDDER is liable/will be liable, will be deducted from bidders bills or from any moneys due or becoming due to the BIDDER.

Evaluation of Performance

Performance against the contract awarded (if any) shall be evaluated on half yearly basis or earlier on need basis as approved by IFCI's senior management.

Payment in case of Termination of contract

In case the contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes.

Exit Management

Exit management shall involve the complete handover of the operations to the bidder identified by the IFCI, which would take care of.

This Exit Management plan shall be furnished in writing within 7 days from the Effective Date of this Agreement. Exit Plan has to be submitted by the Responder and approved by IFCI Department. Exit procedure needs to be carried out as per approved Exit Plan.

Exit Plan Knowledge Transfer, Required Documentation and smooth transition and maintenance team to new team if selected.

During the exit management period, the Bidder shall use its best efforts to deliver the services and Support in managing the required operations. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule

Patents, Successful Bidder's Liability & Compliance of Regulations

Successful Bidder shall protect and fully indemnify IFCI from any claims for infringement of patents, copyright, trademark or the like. Successful Bidder shall also protect and fully indemnify the IFCI from any claims from successful Bidder's workmen/employees, their heirs, dependance, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order. Successful Bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely IFCI from any claims/penalties arising out of any infringements.

Unsatisfactory Performance

The Parties herein agree that IFCI shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and IFCI , without

any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of IFCI . The Bidder covenants to be bound by the decision of IFCI without any demure in such an eventuality.

Merger/ Acquisition of Bidder

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

Bidder Utilization of know-how and Personnel for Competitors

IFCI will request a clause that prohibits the Bidder from using its personnel and any information or know-how gained in this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of IFCI anywhere in the country without prior written consent of IFCI.

Any other Information

In addition to the information desired in the terms and conditions as well as in the technical bid, the Bidder may provide any other information/description like features, performance figures specified/indicated along with supporting documents/calculations.

Intellectual Property

The proposal and all supporting documentation submitted by the Bidder shall become the Intellectual Property of IFCI and it shall retain all material unless the Bidder specifically requests, in writing, that the proposal and documentation be returned after taking copies.

IPR Infringement

As part of this project Bidder [Service Provider] will deliver different hardware / software [IOS]. If the use of any such software by / for IFCI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify IFCI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the conditions the claim relates to Software provided/used by Bidder/Service provider under this project.

Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and IFCI is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. IFCI shall give notice to the successful bidder of any such claim and recover it from the Bidder.

Force Majeure

IFCI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.

That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.

That the successful Bidder proves that the delay occurred is not due to his own action or lack of action

Apart from the extension of the time limit, force majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

Indemnity

The successful bidder/ bidder shall indemnify, protect and save IFCI against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

Publicity

Any publicity by the Bidder in which the name of IFCI is to be used should be done only with the explicit written permission of the Purchaser.

Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the IFCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the IFCI and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

Corrupt or Fraudulent Practices

The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract. IFCI will reject a proposal for award if it determines that the Bidder, recommended for award, is engaged in corrupt or fraudulent practices in competing for the contract in question. IFCI will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

Arbitration

All disputes, differences, and questions arising out of or in any way touching or concerning this agreement of the subject matter hereof or the respective rights, duties, or liabilities of the parties under or in respect of this agreement shall be referred to the sole arbitration of the Managing Director & CEO of IFCI. The award of the arbitrator so appointed shall be final and binding on the parties. The provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to such arbitration. Jurisdiction of New Delhi upon every or any reference the assessment of the costs and incidental to the reference and award respectively shall be on the discretion of the arbitrator. Work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the Corporation shall be withheld on account of such proceedings. The venue of arbitration shall be the place from which the acceptance notes issued or such other place as the 'Sole Arbitrator' at his/her entire discretion may determine.

Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of IFCI with such penalties as specified in the Bidding document and the Agreement.

Interpretation of Contract Documents

Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail

Confidentiality of Information

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

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

CHAPTER -7

Annexures

For

RFP No. IFCI/IT/GEM/2023-24/29

**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
Phone: 011-4173 2000**

Annexure 1

Offer Forwarding Letter /Tender Submission Letter

(To be submitted on Bidder's letter head)

To
General Manager
Information technology
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Dear Sir,

Subject: RFP for AMC for Maintenance of IFCI Website for two years

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

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

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

Date:
Place:

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

Tender Acceptance Letter

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

To

IFCI Limited,
IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir/Madam,

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

Tender Reference No: _____

Name of Tender / Work: AMC of IFCI Website for two years

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) www.ifcilttd.com as per advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We hereby declare that our Company/Organization has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three year.
6. Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies or has any criminal case against him /her during a period of last three year.
7. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

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

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

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

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

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

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

14. As we have accepted and offered the prices for comprehensive maintenance contract in the submitted bid.

Date:
Place:

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

BIDDER INFORMATION

Dated: _____

S. No.	Particulars/Details	
1.	Name of the Bidders/ Firm	
2.	Certificate of Incorporation, certified copy of MoA, AoA in case of Company/Full Name, address, nature and Place of business in case of Proprietorship/Names of all partners and their address and copy of Partnership deed/instrument of partnership duly certified by Notary Public in case of Partnership Firm.	
3.	Communication Address	
4.	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
5.	Authorized Person – Name	
	Designation	
	Mobile	
	E-Mail ID	
6.	Alternate Authorized Person – Name	
	Designation	
	Mobile	
	E-Mail ID	
7.	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
8.	ESI Number & DATE (Valid ESI code required)	
9.	PAN	
10.	TIN No.	
11.	GST No.	
12.	Company Registration No.	
13.	Service Tax Registration No.	
14.	Income Tax Return for last 3 years.	
15.	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
16.	Particular of Earnest Money Deposit (EMD)	
	Amount	Rs.

	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
17.	Whether bidder is having positive Net Worth in FY ended 31/03/2023: Yes/NO	<i>(Attach CA/auditors Certificate)</i>
18.	Whether, MSME, if yes, attached valid copy of certificate.	
19.	Detailed Profile of the Organization (giving list of works, in hand and carried out during last 5 years, name and address of the clients, value of work, number of man power deployed and other details along with testimonials)	

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

Date:
Place:

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

Financial Bid**IFCI WEBSITE MAINTENANCE**

S. No.	Particulars	Amount in Rs.		Total (Rs.)
		Year 1 (A)	Year 2 (B)	(A+B)
1.	Website Maintenance			
2.	Website Security Audit (One Time)			
3.	Cost of Webmaster (Onsite)			
4.	Total (1+2+3)			

Note:-

1. Invoice for maintenance will be submitted on Quarterly basis, along with all the necessary reports.
2. Commercial Bid to be submitted for the two years.
3. Total pricing applicable are inclusive of taxes .
4. Cost of Webmaster (Onsite) to be mentioned.
5. Onsite Webmaster, if selected, will be placed at IFCI (HO) New Delhi.
6. L1 would be determined on the basis lowest Total Cost (1+2+3) for 2 Years.

Payment Terms

At the end of each quarter post receipt of Tax Invoice .

Date:
Place:

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

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be submitted on Bidder's letter head)

To,

General Manager
Information Technology
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019
Dear Sir,

Subject: Declaration by Authorized Signatory

Ref: Name of Tender and RFP No.,

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

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

Date:
Place:

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

Escalation Matrix
[To be submitted along with Technical Bid]

Tender No: -----

Dated:

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

Name	Company	Designation	Mobile	Phone	Email address

Date:
Place:

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

Format of sending Pre-bid queries

Subject: RFP for AMC for Maintenance of IFCI Website

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sl. No.	Section Number	Page Number	Query

Date:

Place:

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

Declaration for Relation in IFCI
{To be submitted on Bidder's letter head}

To,

General Manager
IT Department,
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Dear Sir,

Subject: Declaration for relation in IFCI

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

Tick (v) any one as applicable:

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

OR

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

(i)

(ii)

Date:

Place

:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Performa for Performance Bank Guarantee

General Manager
IT Department,
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

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

This Deed of Guarantee executed at New Delhi on this day-----of----by
..... Bank, a body corporate constituted under the Banking Companies
(Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office
at
....., inter-alia, a Branch Office at
.....

(Hereinafter referred to as 'Guarantor', which expression shall, unless it be repugnant
to the subject or context thereof, include their successors and assigns) in favor of IFCI
Limited having its registered office at IFCI Tower, 61 Nehru Place, New Delhi-110019
(hereinafter referred to as 'IFCI' which expression shall unless it be repugnant to the
subject or context thereof include their successors and assigns).

WHEREAS

i) IFCI has placed orders on M/s-----having its office at
----- (hereinafter
referred to as 'Service Provider') vide its letter No.----- dated for
services of --
----- as per specifications and terms and
conditions given in the above said orders, at a total cost of Rs. (Rupees
only) including all GST etc. The service provider has now submitted invoices to IFCI, for
the commencement of services of said----- amounting
to
Rs.----- (inclusive of all taxes and duties.)

ii) The said orders, inter-alia, provides that a sum of Rs.-----being the
97% of the price of the said -----will
be paid to the Service Provider by IFCI on providing services and balance 3% upon
furnishing a bank guarantee to IFCI, equivalent to 3% of the cost of the said -----
----- amounting to Rs.----- (Rupees ----- only), valid for a period

of Three Years from the date of commencement of services plus three months and due performance of the-said-----

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

OW, THEREFORE, these presents witnessed as follows:

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

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

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

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.-----

(Rupees -----
 only) and the guarantee shall remain in full force for Three Years from the date of commencement of services plus claim period of three months and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Service Provider and IFCI.

5. Notwithstanding anything contained herein:

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

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

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

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

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

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Authorized
 signatory

Integrity Pact

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs. 10 Lakh or more. To be signed by the same signatory competent / authorized to sign the relevant contract on behalf of IFCI Ltd.)

(_____ Name of the Department / Officer)

Tender No. _____ for _____

(Each Tender must have Distinct Number and Subject Matter)

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, IFCI Ltd., a company Incorporated under Companies Act, 1956, with its Registered Office at IFCI Tower, 61 Nehru Place, New Delhi – 110019, acting through its authorised officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s. _____ (with

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

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

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

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

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

NOW THEREFORE,

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

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

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

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

A. Commitment of the Principal

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

B. Commitments of Counter Parties

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

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is

not available legally, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.

10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.
13. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
15. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
16. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

D. Consequences of Breach

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the Principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

E. Equal Treatment of all Bidders/Bidders/Subbidders/Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all subbidders a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-bidders / sub-bidders.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

F. Independent External Monitor (IEM)

1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the IEM is as under: -

Dr. Anita Chaudhary
Email Id: anitach123@hotmail.com

Shri Sadhu Ram Bansal
Email Id: sr.bansal123@gmail.com

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD&CEO, IFCI Ltd.

3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Bidder's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.
4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

G. Duration of the Integrity Pact (IP)

This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, IFCI Ltd.

H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

I. Legal and Prior Rights

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

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

(For and behalf of Principal)

(For and behalf of Counter Party)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

Note: In case of Purchase Order wherein formal agreements are not signed reference to witnesses may be deleted from the past part of the Agreement.

Declaration that the Bidder has not been blacklisted.

{To be submitted on Bidder's letter head along with Technical Bid}

To
General Manager
IT Department,
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Subject: RFP for AMC for Maintenance of IFCI Website

Dear Sir,

I/We confirm that my/our firm/company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government Organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. It is hereby confirmed that I/We are entitled to act on behalf of our firm/company and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:
Place
:

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

No Deviation Certificate

{To be submitted on Bidder's letter head}

To,

General Manager
IT Department,
IFCI Limited,
IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019
Dear Sir,

Subject: No Deviation Certificate

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

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

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

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

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

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation

[Company Seal]

Bid Security/ EMD

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

IFCI Limited, New Delhi

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

HDFC BANK ACCOUNT No	00030350002631
Account / Beneficiary Name	IFCI Ltd.
Bank Name	HDFC Bank Ltd.
HDFC Bank Branch Address	209-214, Kailash Building, Kasturba Gandhi Marg, New Delhi - 110 001. T.No.011-41699422/41699472 Fax No. 011-23359580/41699402
9 Digit (MICR) Code Number of the Bank & Branch	110240001
Account Type (with Code)	Current Account
BANK & BRANCH CODE / BSR Code	051005
Ledger N. / Ledger Folio No	HDFC Bank does not maintain Ledgers
IFSC Code (Indian Financial System Code)	HDFC0000003
SWIFT Code	HDFCINBBXXX

TREASURY DEPARTMENT IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi - 110 019
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