



Request for Proposal (RFP)

For

Engagement of Agency for Asset Tracing / Consultant for IFCI Limited

Mode of Tender - E-Bidding/E-Tender (on GeM Portal)

**Last Date of Submission /Uploading of Bids
12:00 Noon on 27/10/2022**

**Addressed
To
General Manager
Monitoring & Recovery Department
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. 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 wherever necessary, may 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.

This document is meant to provide information only and with an express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the requirement or form basis of any contract. No representation or warranty, expressed or implied, is made regarding reliability, accuracy or the completeness of any of the information contained herein. There may be deviation or change in any of the herein mentioned information.

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By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI. IFCI and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

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

Chapter-1

Introduction

IFCI is a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a non-Deposit taking Systemically Important NBFC. IFCI is engaged in the business of providing financial assistance in the form of loans & equity participation or in any other form or scheme as may be deemed expedient.

Invitation for Tender Offer:

IFCI invites bids for Engagement of Agency for tracing of Assets of Borrowers/Guarantors, legal heirs thereof and or procuring providing the documentary evidence/report on uncharged assets. The objective of appointment of Agency is to assist in recovery from guarantors of NPA accounts of IFCI Limited.

Bidder who are interested in participating in this RFP must fulfil the eligibility criteria mentioned under Chapter- 3 and must also agree to all the terms & conditions mentioned under Chapter 6.

Contract would be for a period of 3 years, with an option to extend it for another two year(s) in one or more tranches at the discretion of IFCI at mutually agreed terms and conditions. Selected Bidder has to provide, manage and maintain all necessary infrastructure components and services that would be necessary as per the requirements of this RFP. The assignment shall be completed to the satisfaction of IFCI.

IFCI reserves its right to alter the scope of work at any stage with suitable adjustment in fees payable.

Key Events & Dates

S.N	Particulars	Details
1	Tender Notice No	IFCI/M&R/E-Tender/2022-23/01
2	Tender Name	Engagement of asset tracing agencies/ consultants for facilitating recovery from guarantors in NPA cases.
3	Date of Issue	11/10/2022
4	Date of Pre-Bid presentation by bidder before IFCI	18/10/2022
6	Last date for seeking clarifications, if any	18/10/2022
7	Last date & time of submission of Bid (Financial Bid)	27/10/2022 12:00 p.m.
8	Tender Document	The details can be downloaded from GeM portal https://gem.gov.in/ or from IFCI website https://www.ifcilttd.com/(Tenders - procurement-goods-and-services) .
9	Name of the contact person for any clarification	Ms. Shweta Rai – Shweta.raifcilttd.com (Mob: 8826009544) Mr. Sushant Gupta – sushant.guptaifcilttd.com (Mob: 8750052306) Mr. Chirag Sapra – chirag.sapraifcilttd.com (Mob: 9818006896)
10	Validity of Proposal	The rates in tender document shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid (Financial), including extensions, if any.

Note: IFCI reserves the right to cancel the Tender process at any stage without assigning any reason thereof.

Chapter-2

Instructions to Bidders

1. Interested Bidders are required to register online at <https://gem.gov.in/>. To participate in online tendering at gem portal bidders need to have Digital Signature Certificate (class-III) as per information Technology Act-2000 using which they can sign their electronic bids. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders can procure the same from any certifying agency approved by Controller of Certifying Authorities (CCA).

Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. **The bidders are requested to go through and read carefully the user manual available on the website <https://gem.gov.in/> before initiating the process of E-Tendering.**

In case of any clarification / assistance Bidder may contact the Help Desk of GeM Portal before the schedule time of Online Bid Submission as per the details mentioned below:

E-mail ID	
Phone No.	

2. Bidder are required to strictly submit their bids in electronic form for "Financial bid" using the e-tendering system at <https://gem.gov.in/> by using their digital certificate of class-iii. Bidders are advised to keep digital certificates ready at the time of submission of bid. The online bids will have to be digitally signed and submitted within the time specified on website <https://gem.gov.in/>. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
3. Submission of more than one bid is not allowed and shall result in disqualification of bidder.
4. **Validity of bids:** Bid Submitted by the Bidders shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid, including extensions, if any.
5. IFCI reserves the right to reject any or all the bids without assigning any reasons thereof.
6. The Standard Terms and Conditions of Contract also form part of the Open-Tender specifications. The information furnished shall be complete by itself. The Bidders are required to furnish all the details and other documents as required.
7. Bidders are advised to study all the tender documents carefully.
8. Any conditional bid received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder.
9. Bidders' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender document.
10. The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in their offer.
11. Non-compliance with any of the requirements and instructions of the e-tender document may result in the rejection of the tender.
12. 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.

13. 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.
14. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IFCI.

Chapter-3 Eligibility Criteria

I. Eligibility Criteria for Pre-Qualification of the Bidders:

The firm applying for the assignment as mentioned in the scope of work shall fulfill the following Eligibility Criteria:

S.N.	Eligibility Criteria	Document Required to be submitted along with the Bid
1	Bidder shall be a company or a partnership firm or a LLP	Copy of Incorporation/ Registration certificate
2.	Bidder shall have completed at least 5 assignments of asset tracing till date of submission of bid	Copy of work order Certificate for successful completion of work/ Performance report by the client. Proof of payment receipt
3	Bidder shall be empanelled with any Public Sector Bank	Copy of empanelled letter/ proof of empanelment
4	Bidder shall not be black-listed by Government of India Central or other PSU/ Public Sector Banks/ Financial Institutions/ Insurance Companies and should not be defaulters to any Bank/FI.	Undertaking/ Declaration to the effect by authorised signatory (in Annexure - 1).
5	Bidder shall provide undertaking from that their company/ firm has not been referred to NCLT by any creditor	Undertaking/ Declaration to the effect by authorised signatory (in Annexure - 1).
6	Promoters/ Directors/ Supplier are not convicted under Criminal law	Undertaking/ Declaration to the effect by authorised signatory (in Annexure - 1).
7	Bidder shall demonstrate use of technology-based tools/fintech for tracing assets of guarantors	A presentation shall be made by the bidder prior to the bidding process (Pre-bid presentation) presenting the process followed along with sample report of a case (one individual and one company). The presentation and sample report to be submitted/uploaded along with Financial Bid at the time of bidding

Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with the eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation. IFCI reserves the right to cancel the bid / call for clarifications in this regard. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

Chapter-4

Scope of Work

The Selected Bidder shall make use of technology-based tools/fintech for tracing assets of guarantors to assist IFCI which should cover:

- A) Unearth the uncharged properties of the Borrower/Guarantors in India or abroad, for recovery actions and providing documentary evidences thereof;
- B) To find out the legal heirs of the NPA Customers/Defaulters, their assets, source of income and modes of expenses etc.;
- C) To identify the properties alienated/transferred by the NPA Customers/Defaulters to their family members/others during the currency of loan from the IFCI;
- D) To ascertain the details of any business of the NPA Customers/ Defaulters;
- E) To find out details of Bank accounts being maintained by the NPA Customers/ Defaulters;
- F) To locate the addresses of the missing/absconding NPA Customers/Defaulters including their legal heirs.

Period of Contract:- The tenure of the contract shall start from the award date for three years, with an option to extend it for another two year(s) in one or more tranches at the discretion of IFCI at mutually agreed fee terms.

Turn around Time: The Agency should submit its report within 15 working days from the date of receipt of the assignment from the IFCI. The time period stipulated above may be extended by IFCI at its discretion.

Chapter-5

Bid Submission and Evaluation Guidelines

RFP document submission is required to be done as under:

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

Bid Submission

Bidder shall submit their offers online in an electronic format for "Financial bid".

- a. Before electronically submitting the tenders, it should be ensured that all the documents and annexures being uploaded are self-certified/ signed by the bidders.
- b. On-line submission of bids: Online bids will have to be digitally signed and submitted within the time specified on website <https://gem.gov.in/>

Bid (Eligibility Criteria)

Bidder must comply with the eligibility criteria and response must comply with the annexures provided and all the compliances stated in the **Chapter-3 Eligibility Criteria**.

IFCI reserves the right to waive any of the Specification during evaluation or ask for any proof/supporting documents, if in IFCI's opinion it is found to be minor or acceptable deviation.

Financial Bid

The rates as given in the schedule to be quoted in figures and the rates must be exclusive of all taxes. Out of pocket expenses shall be stated separately under the following major heads –

- a. Submission of certified copies of documents as and when desired by IFCI
- b. Travel expenses incurred (if applicable)
- c. Any other expenses

The bidder is required to check the prices/amount carefully before uploading financial bid. No request for change further shall be accepted.

- a. Only one bid would be considered from one firm for online e-Tendering.
- b. The Bidders are also advised to visit the aforementioned websites on regular basis for checking necessary updates. IFCI reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

All prospective bidders will be notified of the amendment which will be final and binding on all the bidders via notification of the GeM Portal and IFCI Website only.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission of Bids. Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

Note:

- If the online submission does not include all the information required or is incomplete, the proposal is liable to be rejected.
- Bids submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable to be rejected by IFCI.
- The evaluation of the bid will only be based on the documents uploaded online on e-Tendering portal <https://gem.gov.in/>
- The bids shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable to be rejected.
- The Bid evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solution at optimal cost.

- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of financial 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.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

Transfer of Bid Document/ Award

Transfer of Bids submitted by one Bidder or Award by successful bidder to other party is not permissible. IFCI may require any bidder in writing to provide clarification on any tender clause based on the evaluation. Subsequent queries of IFCI, if any, on the details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

Price Evaluation Criteria

Bidders should quote their rates/prices in Indian Rupees only which shall be exclusive of all applicable taxes for entire scope of work as per Price bid format included of this tender document.

Scoring of Bids

Bidders shall be designated L-1, L-2 and L-3 basis the financial bid. L-1 shall be the preferred bidder. IFCI shall reserve the right to one or more bidder for providing the services who are not L-1 on a stand-by panel

Chapter-6

Standard Terms & Conditions

Clarification of Tender Document

The prospective Bidders requiring any clarification may notify IFCI in writing or by e-mail as specified in Key Events and Dates section.

Amendment of Tender Document

At any time prior to the last date and time of receipt of bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the Tender Document by an amendment. The amendment will be notified in writing/ published on IFCI's website. In order to accord prospective Bidders reasonable time to prepare their bids, IFCI may, at its discretion, extend the last date and time for submission of Bids.

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 this 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 or submission of a proposal not substantially responsive in every respect will be at the Bidder's own risk and may result in rejection of their bid.

Proposal Cost

IFCI shall not be liable for any cost incurred by bidders in preparing responses to this RFP or for any work performed prior to official appointment by IFCI.

Any other Information

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

Validity of the Bid

The Bid shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid, including extensions, if any. In exceptional circumstances, IFCI may solicit the Bidder(s) consent for extension of the period of validity. The request and response thereto shall be made in writing.

Language

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

Rejection of Bid

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

(i) General Rejection Criteria

- 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.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any evidences of cartelisation.
- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

(ii) Financial Rejection Criteria

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

Confidentiality of the Document

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

Conflict Of Interest

Bidders must disclose to IFCI in their proposal any potential conflict of interest, including any conflict which may involve IFCI employees who may have a financial interest in a Bidder.

If such conflict of interest exist, IFCI may, at its discretion, refuse to consider the Proposal.

Non-Collusion

Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative about the preparation of their Proposals. Bidder shall attest that its participation in the RFP process is conducted without collusion or fraud.

If IFCI discovers there has been a breach of this Requirement at any time, IFCI reserves the right to disqualify the bid or to terminate any ensuing Agreement.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with IFCI. IFCI reserve the right to reject (during any stage of the Tendering Process) any or all the bids received without assigning any reason whatsoever.

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

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

Clarification of bids

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

Debarment

In case of any misconduct or fraudulent practice, bidder may be debarred in accordance with Guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

Assignment

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCI's prior written consent. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

Annulment of Award

Failure of the successful selected bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award in which event IFCI may award to any other bidder or call for new bids.

Good Faith Statement

All information provided by IFCI in this RFP is offered in good faith. Individual items are subject to change at any time. IFCI makes no certification that any item is without error. IFCI is not responsible or liable for any resulting claims arising out of use of this information.

Award of Contract

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

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

If L1 Bidder fails to accept the LOI/PO/Work Order, IFCI will be free to award the contract to other bidders in accordance with overall ranking subject to their matching price approved by IFCI.

If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IFCI may then cancel such tender at IFCI's discretion.

Commencement of Work

The successful bidder shall commence work within 5 working days from date of award of contract or as per the schedule provided by IFCI and shall proceed with the same with due expedition without delay.

If the bidder fails to start the work within stipulated time as per LOI/PO/Work Order or as intimated, IFCI at its sole discretion will have the right to cancel the contract.

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

Supplementary Information to the RFP

If IFCI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

Termination Clause

IFCI at its absolute discretion, reserves its right to terminate the contract/agreement for any reason including but not limited to the following

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by giving seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected bidder, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination: IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
 - the Bidder is adjudicated insolvent by a Competent Court or files for insolvency.
 - it is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
 - for any reason whatsoever, the selected bidder becomes disentitled in law to perform his obligations under this contract/agreement.
 - the bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred in accordance with guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

Indemnity

The bidder shall indemnify to protect and save IFCI, its employees, personnel, officers, directors and representatives against all claims, losses, costs, damages, expenses, action suits and other proceedings.

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.

Violation of Terms

IFCI clarifies that IFCI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder and its Partners from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies. IFCI may have at law or in equity, including without limitation, a right for recovery of any amounts and related costs and a right for damages.

Penalty for deficiency in Services

Any delay/failure in completion of the job as per the scope of work or part thereof will invite imposition of penalty @ 2% of the contract value per week. However the overall penalty shall not exceed 100% of the contract value

Waiver of Minor Irregularities

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

Force Majeure

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected 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.

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:

- a. That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the successful bidder informs IFCI in writing that the Bidder considers himself entitled to an extension of the time limit;
- b. 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;
- c. That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract; and
- d. That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

Merger/ Acquisition of Bidder

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

Delays in the Bidder's Performance

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

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

As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and may at its discretion extend the Bidder's time for performance.

Preliminary Examinations

- IFCI will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- IFCI at its sole discretion, waive any minor nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- Prior to the detailed evaluation, IFCI will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- If a Bid is not substantially responsive, it will be rejected by IFCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Bidders are expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

Withdrawal of Bids

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

Transition Process

Upon termination or expiration of this Contract, IFCI and the Bidder shall reasonably cooperate with each other to affect a smooth transition so as not to impose undue hardship.

Confidentiality of Information

Disclosure of any part of 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.

ARBITRATION & RECONCILIATION:

- i) In case amicable settlement is not reached in the event of any dispute, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to sole arbitrator. Arbitrator shall be appointed by mutual consent.
- ii) The award of the Arbitrator shall be binding upon the parties to the dispute.
- iii) The provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- iv) The cost of arbitration shall be borne equally by both the parties.
- v) Work under the contract shall be continued during the arbitration proceedings.

Miscellaneous:

- a. The bidders are requested to submit their bids prior to last date of submission to avoid any technical or other difficulty resulting in non-submission of their bids due to non-availability of portal at last moment and or any reason whatsoever;
- b. At any time prior to the deadline for submission of Bids, IFCI may allow, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum;

- c. Bidder should provide all the information ensuring its completeness and accuracy, in the desired format in clear and unambiguous manner.
- d. Each bidder shall submit only one bid for a single assignment.
- e. If any false information/ documents are provided/ submitted in the bid document, IFCI reserves the right to reject such bid at any stage or to terminate the contract, if awarded, with immediate effect and take legal action against the bidder/ appointed firm, as may be appropriate.
- f. The successful Bidder shall nominate a Nodal Officer, within 2 days from the award of the work/contract. Details of the Nodal Officer should be given to IFCI immediately after his/her nomination for timely and smooth interaction.

Tender Acceptance Letter
(To be submitted on Bidder's letter head)

To

General Manager
Monitoring & Recovery Department, IFCI Limited,
13th Floor, IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir,

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

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

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

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

I/We hereby declare that my/our Firm/Organization has not defaulted to any of Bank/FI towards any repayment obligations

Further, I/We hereby declare that none of my/our partners /directors of my/our Firm/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her is filed/pending during a period of last three years.

I/We certify that all information furnished by my/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then IFCI shall without giving any notice or reason can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

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

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

I/We hereby confirm that I/we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by 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.

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

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

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

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

Tick (√) any one as applicable:

1. The Proprietor, Partner(s) of my/our Firm DO NOT have any relation or relatives employed in IFCI
OR
2. The Proprietor, Partner(s), of my/our Firm have relation/relatives employed in IFCI and their particulars are as below:
 - (i)
 - (ii)

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

Date:
Place:

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

Bidder's General Information & Eligibility Criteria

Sl. No.	Particulars (Information Required)	Bidder's response	Document Page Nos.
1	Name of the firm		
2	Address of the firm		
3	Year of Registration/Incorporation		
4	Name & Telephone Number of the Proprietor/person to whom all references shall be made regarding tender: (i) Name of the person (ii) Telephone No (Landline) (iii) Mobile No. (v) E-mail Id		
5	Whether MSME/ MSE		
6	Eligibility Criteria		
	Bidder shall be a company or a partnership firm or a LLP		
	Bidder shall have completed atleast 5 assignments of asset tracing till date of submission of bid		
	Bidder shall be empanelled with any Public Sector Bank		
	Bidder shall not be black-listed by Government of India Central or other PSU/ Public Sector Banks/ Financial Institutions/ Insurance Companies.		
	Bidder shall provide undertaking that their company/ firm has not been referred to NCLT by any creditor		
	Promoters/ Directors/ Supplier are not convicted under Criminal law		
7	The Bidder must have following valid Certificates: ➤ Permanent Account Number ➤ GST Registration		
8	Work plan for effective execution of the assignment at IFCI.		
9	Integrity Pact – To be executed on plain paper.		
10	Pre-Bid Presentation along with sample reports		

Note: Bidder should submit all the required documents as per Eligibility Criteria.

Date:

Place:

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

Financial Bid Format

Re: Engagement of Asset Tracing Agency/ Consultant for IFCI Limited

Note: Price Bid mentioned here is for illustration purpose only. Bidders must upload the Financial Bid on letter head on GeM PORTAL separately. Financial Bid should be uploaded as a separate document along with other documents as mentioned in Annexure 3

To
 General Manager
 Monitoring & Recovery Department, IFCI Limited,
 13th Floor, IFCI Tower, 61 Nehru Place,
 NEW Delhi -110 019

Dear Sir,

Re: Engagement of asset tracing agencies/ consultants for facilitating recovery from guarantors in NPA cases of IFCI Ltd

I/We _____ (Name) r/o _____ (Place of principal office) are pleased to submit my/our Financial Bid for the assignment/ scope of work as mentioned in the tender document. My/Our fee quote for the same is as below:

Particulars	Fees (In Rupees)	
	Amount: _____ (In Figures)	Amount: _____ (In Words)
Fixed Fee per individual/corporate guarantor		
Success fee on identification of unencumbered assets (investment/securities/land & building/any other asset which may be attached and sold)		
Tentative Out of pocket expenses a. Submission of certified copies of documents as and when desired by IFCI b. Travel expenses incurred (if applicable) c. Any other expenses		

The fee above is exclusive of all taxes.

Date:
 Place:

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

Integrity Pact

(To be executed on plain paper and submitted along with Financial 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 authorized officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

And

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

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

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

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

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

NOW THEREFORE,

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

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

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

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

A. Commitment of the Principal

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

B. Commitments of Counter Parties

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

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any person 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. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

E. Equal Treatment of all Bidders/Manpower Agencies/Sub-Manpower agencies/Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all sub-Manpower agencies a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-Manpower agencies / sub-vendors.
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 two IEMs is as under:-

1. Shri Janak Digal Email Id: janakdigal85@gmail.com	2. Shri Arunendra Kumar Email ID: noidarail54@gmail.com
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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/ DMD, 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-Manpower Agency'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)

1. This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.
2. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, 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 last part of the Agreement. In case of Partnership, authorised representative may sign the IP. IFCI reserves the right for further authentication, if required.