

**RFE No. IFCI/IT-Advisory/RFE/2024-25/01**

Dated:21/05/2024



**Request for Empanelment (RFE)**

of

Software Agencies for Development, Management & Maintenance of Portals for Government  
Projects/Schemes Managed by IFCI for the period of 3 Years.

To be submitted before

24/06/2024

Addressed To  
General Manage (IT-Advisory)  
IFCI Limited  
IFCI Tower, 61 Nehru Place  
New Delhi – 110019

## **Disclaimer**

This RFE 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 RFE is to provide the Vendor with information to assist in the formulation of their proposals.

This RFE does not claim to contain all the information each Vendor may require. Vendor(s) should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFE 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 RFE. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE.

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 the 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 information mentioned herein.

While this document has been prepared in good faith, neither IFCI, nor any of their officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers, even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.

By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI.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.

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## 1. Introduction

- a. The Industrial Finance Corporation of India 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. The name of the company was subsequently changed to IFCI Ltd (IFCI). IFCI is now a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a non-Deposit taking Systematically Important NBFC.
- b. 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 Ltd 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.
- c. 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. Besides the above, IFCI is also investing, financing, deploying funds into quoted/ unquoted Shares, Bonds, Mutual Funds, and other securities and undertakes the sale & purchase of securities on regular basis. The investment/ financing through securities and trading thereof constitutes a major part of the business operations of IFCI. It is also engaged in consultancy and advisory services. IFCI has six subsidiaries and seven step-down subsidiaries.
- d. IFCI is having portal for ten Production Linked Schemes-GOI, One for SPECS, one portal of SDF (Sugar Development Fund) and one portal for CEGSSC. In future a new portal for GOI can be developed and put under operations and management.

## 2. Invitation for Offers for Empanelment.

- a. IFCI invites offers for empanelment through open tender process, from IT service provides having sufficient experience in portal development and maintenance for large government projects **(Vendor must have undertaken at least 5 Projects in last 3 financial years, not less than value of 5 Crores per project)**
- b. IFCI reserves the right to cancel this RFE at any stage of process.
- c. IFCI reserves the right to alter the scope of work at any stage.
- d. As and when requirements arise, IFCI would seek commercial offers for projects with detailed scope of work from vendors who have been empaneled.
- e. Mere empanelment does not guarantee a vendor will be awarded a work order.

### 3. Key Events & Dates

Sl. No.	Particulars	Details
1	Empanelment Notice No	<b>IFCI/IT-Advisory/RFE/2024-25/01</b>
2	Bid Security/ EMD	NIL
3	Tender Name	Empanelment of Software Agencies for Development, Management & Maintenance of Portals (both new as well as existing) for Government Projects/Schemes Managed by IFCI.
4	Date of Issue	22/05/2024
5	Last date for seeking clarifications if any	31/05/2024
6	Last date & time of submission of the empanelment application	12/06/2024; 17:00 Hrs
7	Date & time of opening of the application	13/06/2024
8.	Name of the contact person for any clarification	Mr. Shivam Kumar Yadav - 011-41732167 Ms. Sandhya Singh -011 41732228
9	e-mail Address	itrfpquery@ifcilttd.com
10	Validity of Proposal	a minimum period of 90 (Ninety) days

**Note:** IFCI reserves the right to cancel the Empanelment process at any stage during the empanelment Process.

#### **4. Instruction to Vendors**

Vendor(s) shall submit their offer in a sealed envelope and submit the same, physically in the box provided at IFCI Tower only.

**Offline submission of Applications:** offline applications will have to be submitted within the time specified in RFE in the following manner: -

- i. The information submitted should be prepared very carefully and as indicated in the RFE document since it will form the basis for pre-qualification of Vendor(s). Only relevant and to the point information/document should be provided. Failure to provide any required information may lead to the rejection of the offer. Vendor(s) must read the RFE document very carefully.
- ii. Vendor(s) must provide the documents as mentioned in the Evaluation criteria. Only relevant and to the point information/document should be attached. Failure to provide the required information may lead to rejection.

Submission of more than one offer is not allowed and shall result in disqualification of the vendor.

**Validity of the Offer:** The offer submitted by the vendor(s) shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission, including extensions, if any.

IFCI reserves the right to reject any or all the applications without assigning any reasons thereof.

**Authorization and Attestation:** Vendor(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.

The Standard Terms and Conditions of this RFE also form part of the empanelment specifications. The information furnished shall be complete by itself.

Any conditional offer received shall not be considered and will be summarily rejected in the very first instance without any recourse to the vendor(s).

Any submission of the offer shall be deemed to have been made after careful study and examination of this RFE document and with the full understanding of the implications thereof.

In case of any doubt about the meaning of any portion of this RFE or any discrepancies or omission(s) in the scope of work or any other portion of this RFE or any incomplete portion that requires clarification on any aspect, scope of work etc. the vendor shall contact the authority inviting the tender as per date and time mentioned in section Key Events and Dates.

Vendor(s) request for clarification shall be with reference to Sections and Clause numbers given in this RFE document.

The specifications and terms and conditions shall be deemed to have been accepted by the vendor in their offer.

Non-compliance with any of the requirements and instructions of this RFE document may result in rejection.

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.

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.

Merely participation in this empanelment process by any party does not confer or constitute any right of association with IFCI, nor any guarantee of any word order.

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## 5. ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION CRITERIA OF THE VENDOR

### **Mandatory Criteria (Pre-Qualification – Stage1)**

#	Requirement	Supporting Document
1	<p>The vendor (a registered company in India) should be in the business of Software Development, Maintenance and Management of portals/websites and must have successfully completed/ongoing at least 5 Large software/portal development projects each of value 5 cr (Five Crore) or above in last five years.</p> <p>Minimum average revenue from Software Development, Maintenance and Management in India/Globally for the last 3 financial years must be least Rs. 90 crores as on date of bid submission. The vendor must be in profit in last 3 consecutive years.</p>	<p>Copy of Certificate of Incorporation, GST registration certificate</p> <p>Copy of 5 Orders for such large contracts and satisfactory evidence for completion / on-going. The vendor should have executed projects valued at 5 Crores or more in last 3 years. The vendor must issue a declaration including orders and invoices confirming that the revenue accrued from these clients has surpassed the 5 Crore mark.</p> <p>Letter from Statutory Auditors / Certificate from Chartered Accountant/Declaration on their letterhead mentioning the annual revenue from software development, maintenance, and management services (excluding any hosting services) and should also confirm that company is in profit in last 3 consecutive years.</p>
2	<p>New portals are to be developed either in PHP/Laravel or in Python/Django/Flask. Postgres is to be used as the database. For developing Dashboards, Power-BI may be used.</p> <p>The vendor must have expertise in developing new portals from scratch in PHP/Laravel or in Python Django in a microservices architecture.</p> <p>The vendor must have on its rolls at least 25 PHP-Laravel or Python Django developers with a minimum of 6 years of hands on experience and have expertise in developing microservices and portal development using microservices.</p> <p>The vendor must have on its rolls at least 3 DBA's/Postgres Developers having expertise in Postgres and PLSQL with 6 years of hands on experience.</p> <p>The vendor must have at least 5 system administrators (Linux/Unix) with strong shell scripting experience</p> <p>The vendor must have expertise and is willing to maintain existing portals in PHP Laravel and Postgres as Database.</p> <p>IFCI may seek deployment of resources onsite for management of existing portals as well as development of new portals.</p> <p>The vendor must agree to develop the portals onsite if desired by IFCI.</p>	<p>Self-Declaration on the Letterhead of the vendor that they are capable of developing the portal using the mentioned technology.</p> <p>List of at least 5 such single order projects developed in the desired architecture.</p> <p>Certificate on the letter head of the vendor certifying the availability of the resources on their payroll as on date of submission of the bid as per the requirement.</p> <p>Self-Declaration on the letterhead of the vendor that it is capable and is willing to provide on-site resources as requested by IFCI.</p> <p>Self-declaration agreeing to develop the portal onsite if requested by IFCI.</p>



3	<p>The vendor should have following certificates:</p> <ol style="list-style-type: none"> <li>1. SEI CMM Level 3 or higher (Mandatory)</li> <li>2. ISO 9001:2015 / ISO/IEC 27001:2013 or higher</li> </ol> <p>The certificates should be valid as on offer submission date and should remain valid throughout the empanelment period.</p>	Relevant copies to be enclosed.
4	Submission of "Undertaking of Not Being blacklisted that, the firm or none of the firm's Partners or Directors have been blacklisted in India by any Indian State/Central Governments Departments or Public Sector Undertaking of India.	Self-Declaration on the Letterhead of the vendor.
5	The vendor must have an office registered in India and a branch office / head office in Delhi-NCR from at-least 5 years from the date of submission of bid.	Self-declaration with address and contact details on letterhead signed by authorized signatory of the vendor

- Supporting documents requested should be arranged / numbered in the same order as mentioned above.
- Failure to meet any of these criteria will disqualify the applicant and it will be eliminated from further process.
- IFCI reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive, and binding upon the Vendors.
- All certificates or documents should also be self-attested and attached/bind together.
- If at a later stage it is found that applicant has provided false information or has wrongly certified the conditions stated in the eligibility criteria, the applicant shall be liable for legal action and/or cancellation of agreement/contract/license/EMD forfeited, Bank Guarantee Invoked.

**Technical Evaluation: (Stage2):**

S. No	Evaluation Criteria	Max Marks	Supporting Document
1	<p>List of Software Development Projects done in PHP-Laravel or Django Python in a Single Order</p> <ul style="list-style-type: none"> <li>- of size 5cr and above, 3 marks for each project</li> <li>- of size 2cr and above, 2 marks for each project (upto 10 marks only)</li> <li>- of size 1cr and above, 1 mark for each project (upto 7 marks only)</li> </ul>	25	<p>Copy of Work Order explicitly mentioning the project, it's value required - in name of Vendor</p> <p>or an</p> <p>Undertaking on company letter head listing out the project, brief details, and its present status</p> <p>Live Demo / URL to access and if possible, demo account credentials.</p>
2	<p>List of Clients in last 3 years (from tender publish date) of value 5cr and above.</p> <ul style="list-style-type: none"> <li>• 5 or more clients 5 marks</li> <li>• 2 to 5 clients 3 marks</li> <li>• Below 2 clients 1 mark</li> </ul>	10	Copy of Work Order explicitly mentioning nature of services required – in the name of Vendor
3	<p>Vendor must have the minimum no. of technical resources (in Active Employment)</p> <p>PHP Laravel minimum 6 years of experience</p> <ul style="list-style-type: none"> <li>• For 75 or more:- 15 Marks</li> <li>• For 50 to 75 :- 5 marks</li> <li>• For 25 to 50 :- 1 mark</li> </ul> <p>Postgres Database Developer expertise in PLSQL</p> <ul style="list-style-type: none"> <li>• 15 or more : 7 marks</li> <li>• 5 to 15 : 3 marks</li> <li>• Below 5 : 1 mark</li> </ul>	25	Declaration By Authorized Signatory on Letterhead along with proof of certifications

	Unix/Linux System Administrator shell scripting <ul style="list-style-type: none"> <li>• 10 or more : 3 marks</li> <li>• 2 to 10 : 2 marks</li> <li>• Below 2 : 1 mark</li> </ul>		
4	Average Revenue (Software Development activity only) of the Vendor in the last 3 years. <ul style="list-style-type: none"> <li>• Above 90cr – 10 marks</li> <li>• 50 – 90cr – 5 marks</li> <li>• Less than 50cr – 1 mark</li> </ul>	25	Letter from Statutory Auditors / Certificate from Chartered Accountant/Declaration on their letterhead mentioning the annual revenue from software development, maintenance, and management services (excluding any hosting services)

**Technical Evaluation (Stage-3) –**

1	Presentation (PPT) – Company and its Projects	15	Upon successful evaluation on stage -2, individual presentation from vendors will be sought regarding its company and projects
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**Evaluation of Offers**

**Stage 1: Pre-Qualification (Stage1)**

1. Each of the conditions for Vendor-compliance and vendors Pre- Qualification condition are mandatory.

**Stage 2: Technical Evaluation (Stage2)**

1. Technical Evaluation (TE) will be done only for the vendors who succeed in parameter stated in Stage-1.
2. Each Technical Bid will be assigned a technical score out of a maximum of 85 marks. Only the Vendors who get a technical score of 80% or more will qualify for Stage3 Evaluation

**Stage 3: Technical Evaluation (Stage3)**

- Stage3 Evaluation will be done only for vendors who qualify with Stage2 Evaluation, carrying maximum of 15 marks. The vendor who gets a score of 10 and above will only be qualified for empanelment with IFCI.

**Note - Only Top Five (5) Vendor shall be empaneled. In case of tie, both/all of the vendors shall be empaneled as per the marks scored in evaluation process.**

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## **Scope of Work**

### **1. Objective**

The role of a PMA requires IFCI to develop (new/existing) and maintain an online portal for each scheme comprising of various modules which enables automation of the process involved. Schemes which are developed and being managed by IFCI are mentioned below:

1. Sugar Development Fund (SDF)
2. Credit Enhancement Guarantee Scheme for Scheduled Castes (CEGSSC)
3. PLI – Large Scale Electronics
4. PLI - Textiles
5. Medical Devices
6. Bulk Drugs
7. PLI Food Processing
8. PLI - IT Hardware
9. PLI Automobiles and Auto Components
10. PLI Textiles
11. PLI White Goods
12. PLI Drone
13. SPECS
14. Fame-II

The role of a PMA requires IFCI to develop and maintain an online portal for each scheme comprising of various modules which enables automation of the process involved.

The purpose of this RFE is to identify and empanel competent and eligible vendors for Design, Development, Maintenance, and support thereon of these Portals (for both new and existing schemes). On the basis of requirements as and when they arise, commercial bid with detailed scope of work will be called for from amongst the empaneled vendors.

The vendor may also be required to deploy resources onsite if desired by IFCI for both new development as well as maintaining of existing system.

### **2. Document submission Guidelines-**

Document submission is required to be done under: - Tender documents (Pre-qualification, Technical & Financial Bid) should be submitted in physical mode in sealed envelope only in the box provided at IFCI tower.

- Vendors(s) shall submit their offer Offline in physical mode only.
- Before submitting their offer, the vendors(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Vendor(s).

### **3. Performance Security / Bank Guarantee (To be Submitted on when work has been awarded)**

The vendors selected from amongst the empaneled vendors to whom work orders are issued will be required to submit bank guarantee, details of which 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, which shall be valid for three years from the date of issue plus a claim period of three months. Also, in the event of an extension of contract, BG must be extended to cover extended contract period plus a claim period of 3 months. BG format attached as **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 and upon being satisfied for the performance of the obligations of selected Vendor under the contract.

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

In the event the selected Vendor is unable to provide the services as mentioned in this RFE, 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.

### **4. Return of Performance Security**

The Performance Bank Guarantee/ DD amount may be discharged/ returned by IFCI after the completion of the contract and upon being satisfied for the performance of the obligations of selected Vendor under the contract.

In the event the Vendor is unable to provide the services during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

### **5. Technical Bid (Eligibility Criteria)**

Technical bid response must comply with the annexures provided and all the compliances stated in **Eligibility Criteria**.

IFCI reserves the right to waive any of the Technical Specification during technical evaluation, if in IFCI's opinion it is found to be minor or an acceptable deviation.

### **6. Evaluation of Technical Bids**

IFCI will open all bids in the presence of Vendor's representative(s) who choose to attend bid

opening meeting at time, date and place/mode specified in Key Events and Dates section. The Vendor's representative(s), attending the bid opening meeting, shall sign a register/attendance sheet evidencing their attendance.

IFCI reserves the right to open the bid(s) at the stipulated/notified time & date, even if Vendor(s) express their inability to attend the opening of bid(s).

The Vendor's representative(s) shall bring an authority letter on the firm's letter head to attend / represent the Vendor in the meeting, else the person shall not be allowed to attend the meeting.

IFCI will evaluate and compare the bids which have been determined to be substantially responsive.

**7. Financial Bid (to be called from empaneled vendors as and when service is required in order to shortlist for L1)**

The rates as given in the financial bid when asked for shall be quoted in figures and the rates must be inclusive of all taxes. The Vendor(s) are required to check the prices/amount carefully before uploading the financial bid.

- a. Only one bid would be considered from one firm/company.
- b. The Vendor(s) are also advised to visit the aforementioned websites on a regular basis to check necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

Prospective Vendor(s) will be notified of the amendment which will be final and binding on all the Vendor(s) via notification on IFCI Website only.

To allow prospective Vendor(s) reasonable time to take the amendment into account, in preparing their Bid, IFCI at its discretion, may extend the deadline for the submission of Bid.

Further, IFCI reserves the right to scrap the RFE or drop the tendering process at any stage without assigning any reason.

**Note:**

- If the physical/offline submission does not include all the information required or is incomplete, the proposal would be liable to be rejected.
- Bid(s) submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and would be liable to be rejected by IFCI.
- The evaluation of the bids will only be based on documents submitted in physical mode only in the box provided at IFCI tower.
- The bid(s) shall be submitted strictly as per the format specified in this Request for Empanelment. Bids with deviation from this format are liable to be rejected.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the Vendor(s) qualifying the eligibility criteria. Vendor(s) who satisfy the technical requirements as determined by IFCI, shall qualify for the empanelment with IFCI.

- The Tender 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. The purpose of it is only to provide the Vendor(s) with an idea of the evaluation process that IFCI may adopt.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective Vendor(s)), without assigning any reason, whatsoever, and without any requirement of intimating the Vendor(s) of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of Vendor(s) 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.

#### **8. Transfer of Bid Document/ Award**

Transfer of Bid(s) submitted by successful Vendor to other party is not permissible. IFCI may request any Vendor in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of IFCI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which bid shall be finalized based on the information, available. It shall, therefore, be in the Vendor(s) interest to give complete and comprehensive technical particulars/description and details.

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## **Standard Terms and Conditions Clarifications**

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

At any time prior to the last date and time of receipt of bid, IFCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Vendor(s) may modify the Tender Document by an amendment. In order to accord prospective Vendor(s) reasonable time to prepare their bid, IFCI may, at its discretion, extend the last date and time for submission of Bid.

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

Response to this RFE should be full and complete in all respects. Failure to furnish all the information required or submission of a proposal not substantially responsive in every respect will be at the Vendor's own risk and may result in rejection of their bid.

IFCI shall not be liable for any cost incurred by Vendor(s) in preparing responses to this RFE or for any work performed prior to an official appointment by IFCI.

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

In exceptional circumstances, IFCI may solicit the vendor (s) consent for extension of the period of validity. The request and response thereto shall be made in writing.

### **Micro & Small Enterprises (MSEs)**

Vendor(s) claiming exemption for Micro and Small Enterprises (MSEs) shall provide copy of valid Registration Certificate. MSE Vendor(s) shall provide certificate of registration from either of following agencies:

- National Small Industries Corporation.
- Any other body specified by Ministry of MSME.

The Registration Certificate should clearly indicate the monetary limit, if any, and the items for which Vendor(s) are registered with any of the aforesaid agencies.

## **Language**

The Vendor(s) 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.

## **Rectification of Errors**

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

1. 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.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: If the Vendor does not accept the correction of errors, their bid will be rejected.

## **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 Vendor to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Vendor(s) bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Vendor is found to be incorrect / misleading at any stage/ time during the Tendering Process.
- Any evidence of cartelization.
- 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 Vendor.

### **(ii) Technical Rejection Criteria**

- Technical Bid containing financial details.
- Revelation of Prices in any form or for any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFE Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Vendor(s) not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Vendor.
- Vendor's not complying with the Technical and General Terms and conditions as stated in the RFE Documents.
- Vendor'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.
- (iii) Financial Rejection Criteria**
- Incomplete Price Bid.
  - Price Bids that do not conform to the Tender's price bid format.

### **Confidentiality of the Document**

The Vendor 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. If the Vendor 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**

Vendor(s) 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 the Vendor.

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

### **Non-Collusion**

Vendor shall not discuss or communicate, directly or indirectly, with any other Vendor or their agent or representative about the preparation of their Proposal. Vendor shall attest that its participation in the RFE 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 reserves 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 misleading 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 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 Vendor.

### **Clarification of bids**

During evaluation of Bids, IFCI, at its discretion, may ask the Vendor(s) for clarification on 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, Vendor 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: 02/11/2021.

### **Assignment**

The Vendor shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCI's prior written consent. The Vendor shall notify IFCI in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Vendor from any liability or obligation under the contract.

### **Annulment of Award**

Failure of the successful Vendor 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 the contract to any other Vendor or call for new bids.

### **Good Faith Statement**

All information provided by IFCI in this RFE 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 the use of this information.

### **Award of Contract**

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

The Vendor 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 the selected Vendor fails to accept the LOI/PO/Work Order, IFCI will be free to forfeit the EMD deposited with IFCI and award the contract to other Vendor(s) in accordance with ranking.

## **Commencement of Work**

The successful Vendor shall commence services with three (3) days off award of contract or as per the schedule provided by IFCI and shall proceed with the same with due expedition without delay.

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

Services shall be provided under the direction and to the satisfaction of IFCI.

## **Supplementary Information to the RFE**

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

## **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 one month 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 Vendor, 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, without assigning any reason and without payment of any compensation, in the following cases: -
  - i. The Vendor is adjudicated insolvent by a Competent Court or files for insolvency.
  - ii. The Vendor fails to notify IFCI about any action (chargesheet/FIR) taken by enforcement agency or any adverse proceeding initiated by any office of Government. The Vendor agrees and understand that 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.
  - iii. The selected Vendor becomes disentitled in law to fulfil his obligations under this contract/agreement.
  - iv. the Vendor is involved in wrongful billing. In addition, wrongful billing shall also result in the Vendor being debarred in accordance with guidelines on "Debarment of firms from bidding" issued by the Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

**Indemnity**

The Vendor shall indemnify and keep indemnified IFCI, its employees, personnel, officers, directors, and its representatives, against all claims, losses, costs, damages, expenses, action suits and other proceedings arising out of any action of Vendor, its officials under document.

**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 and appropriate to restrain the Vendor(s) and its Partner(s) from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFE. 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 and/or invocation of performance bank guarantee.

**Waiver of Minor Irregularities**

IFCI reserves the right to waive minor irregularities in proposals provided such action does not lead to any legal implication and the waiver is required in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the "Request for Proposal" (RFE) requirements or excuse the Vendor from full compliance with the RFE specifications and other contract requirements, if the Vendor 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 Vendor'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 as an event of effect that cannot reasonably be anticipated and controlled 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 Vendor's right to any 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 Vendor informs IFCI in writing that the Vendor considers himself entitled to an extension of the time limit;
- b. That the successful Vendor 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 Vendor proves that the said conditions have actually been interfered with the carrying out of the contract; and
- d. That the successful Vendor proves that the delay occurred is not due to his own action or lack of action.

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

## **Merger/ Acquisition of Vendor**

In the event of the Vendor's Firm or the concerned division of the firm being taken over/bought over/ merged with any other 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 Vendor's Performance**

If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely performance of services, the Vendor 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 Vendor in case it is observed that they may not be in a 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 Vendor's notice, IFCI shall evaluate the situation and may at its discretion extend the Vendor'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, may 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 Vendor.
- Prior to the detailed evaluation, IFCI will determine the substantial responsiveness of each Bid to the Bidding document. For the 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 Vendor by correction of the nonconformity.

Vendor(s) are expected to examine all instructions, forms, terms and specifications in this RFE. Failure to furnish all information required by this RFE or to submit a Bid not substantially responsive in every respect will be at the Vendor's risk and may result in the rejection of Bid.

### **Reservation Right**

Vendor(s) will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to IFCI, nor shall Vendor(s) have the right to withdraw a proposal once it has been submitted.

### **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 in this RFE document.

### **Transition Process**

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

### **Liquidated Damages and Penalties**

If the Selected Vendor fails to provide the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, have the right to forfeit the performance security.

The Vendor covenants to be bound by the decision of IFCI without any demure in such an eventuality.

### **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 Vendor, pre-mature termination of the contract and/or legal action against the Vendor for breach of trust.

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

### **ARBITRATION & RECONCILIATION:**

- i) In case an 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. The 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 Delhi.
- 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 Terms & Conditions:**

- a. This tender document contains information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with IFCI. Neither IFCI nor any of its employees, agents, contractors, or advisors gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.
- b. The Vendor may notify discrepancy if any under this document.
- c. Bid once submitted be deemed to have accepted the terms of this RFE
- d. Selected Vendor shall during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by IFCI, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its

personnel or agents.

- e. The Vendor(s) are requested to submit their bids (technical and financial) 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 other reason whatsoever.
- f. At any time prior to the deadline for submission of Bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective Vendor, modify the bidding documents by amendment / addendum/corrigendum.
- g. Vendor should provide all the information ensuring its completeness and accuracy, in the desired format in a clear and unambiguous manner.
- h. Each Vendor shall submit only one bid for a single assignment.
- i. 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 Vendor/ appointed firm, as may be appropriate.
- j. The successful Vendor shall nominate a Nodal Officer, within 2 days of 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.

\*\*\*\*\*





**Offer Forwarding Letter**

*(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: Proposal Empanelment of Software Agencies for Development, Management & Maintenance of Portals / Schemes Managed by IFCI.**

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

Further, I/we understand and agree, that IFCI reserves the right to modify the evaluation process at any time during the evaluation 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 empanelment document. I/We have also noted that IFCI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

[Signature]

(Name of Authorized Signatory)  
Designation

**Acceptance Letter**

*(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

Dear Sir,

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No:.....

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

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

I/We hereby declare that my/our Firm/Company 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.

Further, I/We hereby declare that none of my/our partners /directors of my/our Firm/Company 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/company 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 Reverse bidding process.

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

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

Place:

Date:

[Signature]

(Name of Authorized Signatory)  
Designation

\*\*\*\*\*

**Declaration by Authorized Signatory of Bidder**

*(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 by Authorized Signatory

Ref: Name of Tender and RFE 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 Authorized Signatory)  
Designation

**Annexure 4**

**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

Date:  
Place:

[Signature]

(Name of Authorized Signatory)  
Designation

**Format of sending Pre-bid queries**

**Subject:** Proposal for Selection of Software Vendor for Development, Maintenance and Management of Web Portal

Tender No: -----

Name of the Bidder:.....

Contact Address of the Bidder:.....

S No	Section Number	Page No	Query

Date:

Place:

[Signature]

(Name of Authorized Signatory)  
Designation

**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:**

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

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 Authorized Signatory)  
Designation



**Perfoma for Performance Bank Guarantee  
(To be submitted when Work order is issued)**

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 Lodgment 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

### 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. 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 services and Counter Party is willing to /has promised to provide the services 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: -

Commitment of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

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.

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.

The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past had been of biased nature.

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.

#### 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: -

The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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 company or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favor, 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 favor of disfavor to any person in relation to the contract or any other contract with the Principal.

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.

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.

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.

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.

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.

The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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.

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.

The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.

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.

The Counter Party shall disclose any transgression with any other Company that may impinge on the anti-corruption Principle.

The Counter Party agrees that if it makes an 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 a reason.

Disqualification from Tender Process and exclusion from Future Contracts

If the Bidders, 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.

The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.

Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.

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 company procedure, revoke the exclusion.

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: -

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.

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.

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

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.

The Principal will enter into Pacts in identical terms as this one with all Counter Parties.

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.

#### Independent External Monitor (IEM)

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: <a href="mailto:janakdigal85@gmail.com">janakdigal85@gmail.com</a>	2. Shri Arunendra Kumar Email ID: <a href="mailto:noidarail54@gmail.com">noidarail54@gmail.com</a>
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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.

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.

As soon the IEM notices, or believes to notice, a violation of this Pact, he will 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.

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.

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.

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.

The word 'IEM' would include both singular and plural.

#### 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.

#### Other Provisions

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.

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.

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.

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.

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.

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:

\_\_\_\_\_(Signature, name and address)

\_\_\_\_\_(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: Proposal for Empanelment of Software Agencies for Development, Management & Maintenance of Portals for Projects/Schemes Managed by IFCI.

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 Authorized Signatory)  
Designation

**Note: In the absence of the above declaration/certification, the Bid is liable to be rejected.**



**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: RFE/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 RFE/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 the offer in accordance with RFE instructions and as per aforesaid reference.

Date:  
Place:

[Signature]

(Name of Authorized Signatory)  
Designation

