

## Request for Proposal (RFP) - Procurement of Compliance Tool

RFP No. IFCI/CS/GEM/2024-25/1

Dated: 24/05/2024



### Request for Proposal (RFP) For

### Procurement of Compliance Tool

**Mode of Tender - e-Tendering on GEM Portal**

**To be submitted before  
11:00 A.M. on Friday, 10/06/2024**

**Addressed To**

**The Company Secretary,  
IFCI Limited,  
IFCI Tower,  
61 Nehru Place,  
New Delhi - 110019**

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **Disclaimer**

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. Bidder(s) 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.

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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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## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **CHAPTER - 1**

#### **Introduction, Key Events and Dates**

##### **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 Systematically Important NBFC. IFCI is listed on the BSE Limited and the National Stock Exchange of India Limited. To know more about the Company please visit [www.ifcilttd.com](http://www.ifcilttd.com).

IFCI intends to establish Legal and Regulatory Compliance Framework for IFCI by purchasing IT-enabled legal support solution relating to legal and regulatory compliances.

##### **2. Invitation for Tender Offers**

- a. As IFCI is a Government Listed Company, and is also an NBFC and Public Financial Institution, there are various laws applicable under the Companies Act, 2013, NBFC Regulatory Framework, RBI Guidelines, Listing Agreement and so on as well as regional laws. In this regard, Compliance Management Tool is desired to put in place for better control on compliances.
- b. IFCI invites e-Tender through GeM Portal, in two bid system (Technical and Financial bid), from various Companies providing service related to Compliance tool in India.
- c. IFCI Ltd. shall purchase, install, customise, maintain the Compliance management tool with required hardware from the selected bidder for a period of two years from the date of user acceptance and project sign-off and extendable at discretion of Company on mutually agreed terms and conditions as per the scope of work.
- d. **IFCI reserves the right to extend / renew the contract for another 2 years after the expiry of the initial period of contract i.e., on the same financial, terms and conditions as stipulated by the IFCI.**
- e. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the IFCI reserves the right either to cancel the order or/and to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

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- f. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in charges payable.

### 3. Key Events & Dates

Sl. No.	Particulars	Details
1	Tender Notice No	IFCI/CS/GEM/2024-25/1
2	Tender Value	₹20,00,000/- (Rupees Twenty Lakh only) [including applicable GST and all incidental expenses related to installation, hand-holding and monthly patch files]
3	Bid Security/ EMD	₹60,000/- (Rupees Sixty Thousand only)
4	Tender Name	Compliance Management Tool
5	Date of Issue	24/05/2024
6	Last date for seeking clarifications, if any	29/05/2024, 01:00 P.M.
7	Last date & time of submission of Bid (Technical & Commercial)	10/06/2024, 11:00 A.M.
8	Date & time of opening of Technical Bids	10/06/2024, 11:30 A.M.
9	Date & time of opening of Commercial Bids	Shall be communicated to technically qualified bidder(s)
10	Name of the contact person for any clarification	Ms. Priyanka Sharma, 011-41732000; Ms. Sharmila Chhikara, 011-41732061; Mobile - 9560041274
	Address	IFCI Tower, 61 Nehru Place, New Delhi-110019
11	e-mail Address	<a href="mailto:sharmila.chhikara@ifcilt.com">sharmila.chhikara@ifcilt.com</a> (Please quote the RFP No. in the Subject Line of the e-mail)
12	Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from latest due date of offer submission (incl. extension, if any)

**Note:** (i) IFCI reserves the right to cancel the Tender process at any stage during the Tender Process, without assigning any reasons thereof.

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### CHAPTER - 2

#### Eligibility Criteria

#### **ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION OF THE BIDDER(S)**

Bids fulfilling following Technical Eligibility Criteria and scoring at least 70 marks/points, shall be eligible for Financial Evaluation. Bidders should provide documentary proof of fulfilling the below eligibility criteria:

Sl. No.	Basic Requirement	Eligibility Criteria	Documents Required
1	Legal Entity	The bidder must be a Company / LLP / Partnership Firm incorporated in India and registered under the Companies Act 1956/ 2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable.	Self-attested copy of Certificate of Incorporation / Registration / Partnership Deed
2	Licenses/ Permission / Ownership, etc.	Bidder should have all necessary licenses, permissions, No Objections, approvals as required, if any, under law for carrying out its business. Valid GST and other applicable taxes registration certificates /PAN etc.  The software (Management tool) to be owned by the Bidder and Not to apply in consortium.	An undertaking to be submitted along with Copy of relevant Certificate  Self-attested copy of PAN & GSTIN
3	Turnover & Profit	The bidder should have an average turnover of ₹10 crore or more (₹5 crores for MSME/ Start-Up bidders) in immediately preceding last 3 Financial Years and should be a Profit making Company in the last 3 Financial Years. (for Indian operations).	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts as supporting documents.
4	Project Team	The Bidders should have Project team of experienced professionals with knowledge of IT and Law.	Self-Certified details of project team (Please

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			mention number & expertise / experience)
5	Prior Experience of Similar Work	The bidder should have a minimum experience of 5 years in the area of implementation of similar compliance management system by whatever name called in various corporates / entities.	Work Completion Certificate/ Active Support Work Order
6	Experience with Listed Companies / Entities / NBFCs	The bidder should have provided the similar compliance management tool by whatever name to listed companies / entities / NBFCs.	Reference from <b>at least two listed companies</b> & Reference from <b>at least two NBFCs</b> , of the proper implementation and the working of the Compliance Management Tool / System.  <b>Preference will be given to Public Sector Undertaking (PSU)</b>
7	Other Covenants	Bidder should: -  i. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;  ii. not have, and their directors / partners and officers been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement	Self-Declaration

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		<p>contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>iii. not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>iv. not have been blacklisted/ debarred from participation in the bid process by any of the Govt. Departments/ PSU/ Banks/ Financial Institutes/ companies in India.</p>	
8	Integrity Pact – To be executed on plain paper	To be provided as per format provided in <b>Annexure - 13</b> . Integrity Pact should be signed by Authorised Signatory of the bidders. Duly signed & stamped.	

***IFCI reserves the right to relax eligibility criteria in view of any Statutory Guidelines/ Circular/ Notification.***

**Note:** Specimen copy of the Compliance Management Tool document (product features) to be executed should be enclosed with the bid submission along with documentary proof of the above.

**IMPORTANT NOTE:** IFCI reserves the right to examine the details furnished by the Bidder(s) and also to cross check the information furnished from Bidders previous clients. The Financial Bids of only those Bidder(s), who qualify minimum eligibility criteria and fulfilling terms and conditions specified in technical bid will be opened. IFCI reserves the right to reject the Tender without assigning any reason thereof.

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### **CHAPTER - 3**

#### **Scope of Work**

IFCI is a Systematically Important Non Deposit Taking Non Banking Finance Company (NBFC-ND-SI) in the public sector and is a Government Company, now also classified as Middle Layer NBFC. IFCI is listed on the BSE Limited and the National Stock Exchange of India Limited. IFCI is having mandate to provide financial support for the diversified growth of Industries across the spectrum. IFCI has six number of subsidiaries, seven step down subsidiaries and one associate under its fold.

IFCI intends to establish Legal and Regulatory Compliance Framework for IFCI by implementing IT-enabled legal support solution relating to legal and regulatory compliances to be maintained on the server of IFCI / or any other secured infrastructure to the satisfaction of IFCI.

The below mentioned scope of work is illustrative and not exhaustive and may include other essential task/ matters incidental & ancillary to the development and implementation of Compliance Tool:

#### **1. Establishing the legal and regulatory compliance framework for IFCI:**

- a. Comprehensive review of the existing internal compliance tracking and monitoring processes.
- b. To build a web-based online application for a customized repository of applicable compliances based on the needs of IFCI.
- c. To have a unified dashboard view to Senior Management on compliance position of the IFCI as a whole and provide for effective communication and collaboration among all the stakeholders (by bringing business, compliance and IT teams, Senior Management, etc. on one platform).
- d. To implement comprehensive, integrated, enterprise-wide and workflow-based solutions/ tools to enhance the effectiveness of Compliance function.
- e. To have processes for identifying, assessing, monitoring and managing compliance requirements; to escalate issues of non-compliance, if any;
- f. To include all applicable central laws, rules, regulations and regional laws of the place where the registered and regional office (s) of the company are situated.
- g. Timely alerts before the due compliance and the status of compliances at the click of a button.

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- h. To require recording approval of competent authority for deviations/ delay in compliance submission;

### **2. Operationalize the framework through an automated Compliance Tool:**

Deploy application on client server and one-time set up of the database and configuration. User Training sessions assisting the users to understand Compliance reporting. Support administrator in carrying out database update, monitoring compliance status etc. To provide Technical query resolution support. Handholding support for a minimum period of two months post deployment (Go Live) of the tool.

### **3. Maintenance & sustenance support:**

Support administrator in carrying out database update, monitoring compliance status etc. through managing functional queries. Assist in application upgrades and enhancement. Also conduct training sessions first at the operationalization of the tool and on demand once in two months.

### **4. Technical Support/ System Requirement:**

System/ software requirement must be Compatible with that of IFCI. User friendly interface saving time and effort, Technical query resolution support should be provided and perpetual right to unlimited number of users. The software shall be on the server of the Company and should be accessible online with mobility, i.e., accessibility through desktop, tab/mobile (Android, IOS and windows) and carry out the reporting on daily, weekly, monthly and quarterly reporting tools for compliance, to make these management tools more effective and efficient in terms of deliverables on a single platform.

### **5. Contract Period:**

One time deployment and set-up of the application on IFCI server / or any other secured infrastructure, being the year of implementation and regular updates / upgrade for a minimum period of another 2 years subject to satisfactory performance.

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### CHAPTER -4

#### INSTRUCTIONS TO BIDDER(S) & BID SUBMISSION AND EVALUATION GUIDELINES

##### **I. INSTRUCTIONS TO BIDDER(S) & BID SUBMISSION**

1. Bidder(s) shall submit their bid (comprising of “Technical” and “Financial” bid), online at GEM Portal. Bidder(s) who wish to participate in this tender must be registered as seller at <https://gem.gov.in>. A two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:
  - Technical bid Part I
  - Financial bid Part II
2. **Online submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner:-
  - b) **Technical Bid: Scanned Copies to be uploaded (.pdf):** Technical bid response must comply with the Technical Bid Format as per annexures provided and all the compliances stated **in this RFP**. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification of bidder(s). Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s). 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. **Bidder(s) must read the tender document very carefully before submission of bids.**
  - c) **Financial Bid:** Bidder(s) are requested to read the terms and condition as mentioned in this tender document and submit the form accordingly. The rates as given in the financial bid shall be quoted in figures and the rates must be inclusive of all taxes. The bidder(s) are required to check the prices/amount carefully before uploading the financial bid. Only one bid would be considered from one firm/company. Bidders should submit the bid for-

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- (i) One-time set-up/deployment/ implementation /go live cost on IFCI server (with upgrades / updates during the year of implementation) – Rs. \_\_\_\_\_/-
  - (ii) Annual Maintenance Cost / Charges (AMC) for:-
    - (1) 2<sup>nd</sup> year of Implementation
    - (2) 3<sup>rd</sup> year of Implementation
3. Submission of more than one bid is not allowed and shall result in disqualification of the bidder.
4. **Validity of bids:** Bid submitted by the Bidder(s) shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of bid (Technical and Financial), including extensions, if any.
5. IFCI reserves the right to reject any or all the bids without assigning any reasons thereof.
6. Prospective bidder(s) will be notified of the amendment which will be final and binding on all the bidder(s) via notification of the GEM Portal and IFCI Website only. In order to allow prospective bidder(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 RFP or drop the tendering process at any stage without assigning any reason.
7. **Authorization and Attestation:** Bidder(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm / organisation in favour of the person signing the bid document.
8. The Standard terms and Conditions of this RFP also form part of the Limited e-Tender specifications. The information furnished shall be complete by itself. Bidder(s) are required to furnish all the details and other documents as required. Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s).
9. The Bidder(s) are also advised to visit IFCI's website on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in Key Events & Dates of this Bid document.
10. Any conditional bid received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder(s).
11. In case of any doubt about the meaning of any portion of this RFP or any discrepancies or omission(s) in the scope of work or any other portion of this RFP or any incomplete portion or requires clarification on any aspect, scope of

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work etc. Bidder(s) shall contact the authority inviting the tender as per date and time mentioned in Chapter 1, Section 3: Key Events and Dates.

12. Bidder(s) request for clarification shall be with reference to Sections and Clause numbers given in this RFP document. Bidders seeking any query should adhere to the Format of sending Pre-Bid queries provided under annexures.
13. The specifications and terms and conditions shall be deemed to have been accepted by the Bidder(s) in their offer.
14. Non-compliance with any of the requirements and instructions of this RFP document may result in the rejection of the tender.
15. This document has not been filed, registered, or approved in any Court of Competent jurisdiction. Recipient of this document should inform themselves of and observe any applicable legal requirements.
16. This document constitutes no form of commitment on the part of the IFCI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the tendering process.
17. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IFCI.
18. Earnest Money Deposit (EMD)

### I. For Non-MSME Bidders:

- a. All the Bids must be accompanied by a refundable interest free security deposit / EMD of ₹60,000/- (Rupees Sixty Thousand only) by RTGS / NEFT in favor of IFCI Ltd. as per following details:-

HDFC BANK ACCOUNT No.	:	00030350002631
Account / Beneficiary Name	:	IFCI Ltd.
Bank Name	:	HDFC Bank Ltd.
HDFC Bank Branch Address	:	Kailash Building, Kasturba Gandhi Marg, New Delhi – 110 001.
9 Digit (MICR)Code Number of the Bank & Branch	:	110240001
Account Type (with Code)	:	Current Account
BANK & BRANCH CODE / BSR Code	:	051005
IFSC Code (Indian Financial System Code)	:	HDFC0000003
SWIFT Code	:	HDFCINBBXXX

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- b. Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- c. Any request for exemption from EMD will not be entertained.
- d. Save as otherwise provided herein or in the definitive agreement, the EMD amount of all unsuccessful Bidders would be refunded at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract.
- e. Save as otherwise provided herein or in the definitive agreement, the EMD amount of the successful Bidder will be refunded on receipt of a performance security.
- f. The EMD security may be forfeited:
  - If Bidder withdraws its Bid/s during the period of Bid validity;
  - If Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract;
  - In case of successful Bidder if the Bidder fails to Sign the contract; and
  - In case of any breach of the pre-contract Integrity Pact.

II. For MSE: As per Rule 170 of General Financial Rules (GFRs) 2017, MSE is exempted from submission of bid security i.e., EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit the "EMD/Bid Security Declaration" on their organization's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they may be Suspended/Blacklisted at IFCI discretion.

19. Any Government Guidelines/Notifications w.r.t. Restriction on procurement from a Bidder of a country which shares a land border with India, if any, will be applicable.

20. Other Terms & Conditions –

- If the online 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 the documents uploaded online on GEM Portal <https://gem.gov.in/>

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- The bid(s) 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.
  - In the first stage, only TECHNICAL BID will be opened and evaluated for the Bidder(s) qualifying the eligibility criteria. Bidder(s) who satisfy the technical requirements as determined by IFCI, shall qualify for the FINANCIAL BID evaluation.
  - 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 Bidder(s) 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 bidder(s)), without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.
  - IFCI's decision in respect of evaluation methodology and short listing of bidder(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.
21. Transfer of Bid Document/ Award - Transfer of Bid(s) submitted by successful bidder to other party is not permissible. IFCI may request any bidder 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 Bidder(s) interest to give complete and comprehensive technical particulars/description and details.
22. Evaluation of Technical Bids - IFCI will open all bids in the presence of Bidder's representative(s) who choose to attend bid opening meeting at time, date and place/mode specified in Key Events and Dates section. The Bidder's representative(s), attending bid opening meeting, shall intimate their desire to attend the meeting and sign a register/attendance sheet evidencing their attendance.

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23. IFCI reserves the right to open the bid(s) at the stipulated/notified time & date, even if bidder(s) express their inability to attend the opening of bid(s). Bidder's representative(s) shall bring an authority letter on the firm's letter head to attend / represent the bidder in the meeting, else the person shall not be allowed to attend the meeting.
24. IFCI will evaluate and compare the bids which have been determined to be substantially responsive.
25. Price Evaluation Criteria - Bidder(s) should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes for entire scope of work as per Price bid format included of this tender document.

## **II. EVALUATION GUIDELINES**

**Techno-Commercial evaluation of Bids shall be done in following manner- 70% weightage shall be given to the Technical criteria and 30% to the Commercial Bid.**

The eligible bidder shall be evaluated on the technical criteria as under:

- 1.1. All technical proposals fulfilling the Technical Eligibility Criteria will be evaluated by a Tender Evaluation Committee, formulated as deemed appropriate by IFCI. A maximum of 100 marks will be allocated for the Technical Bid Evaluation. Any bidder scoring less than 70 marks (cut- off score) out of 100 marks in the Technical Bid Evaluation shall not be considered for further evaluation/selection. The Bidders must submit the appropriate documentary proof (duly signed and stamped) in support of each Technical Bid Evaluation parameter as mentioned in the table below:

<b>S.No.</b>	<b>Technical Bid Evaluation Parameter</b>	<b>Documentary Proof to be submitted</b>	<b>Maximum Marks</b>
1	<u>Turnover &amp; Profit</u>  Average Turnover of in immediately preceding last 3 Financial Years and should be a Profit making Company in the last 3 Financial Years. (for Indian operations).  <u>Non-MSME / Start-up</u>	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts as supporting documents.	20



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	<p>Up to ₹10 crore – 10 marks</p> <p>More than ₹10 crore – 20 marks</p> <p><u>MSME / Startup</u></p> <p>Up to ₹5 crore – 10 marks</p> <p>More than ₹5 crore – 20 marks</p>		
2	<p><u>Project Team</u></p> <p>Project team of experienced professionals with knowledge of IT and Law.</p> <p>Qualification of the staff being assigned for setting up of Compliance structure. Education, position in the firm and years and type of experience will be considered. Determined from resumes submitted.</p> <p>Up to 10 team members – 10 marks</p> <p>More than 10 members - 20 marks</p>	<p>Self-Certified details of project team clearly specifying IT Professionals, Legal, Corporate Laws, etc.</p>	20
3	<p><u>Prior Experience of Similar Work</u></p> <p>Minimum experience of 5 years in the area of implementation of similar compliance management system by whatever name called in various corporates / entities.</p> <p>Up to 5 years – 10 marks</p>	<p>Work Completion Certificate/ Active Support Work Order</p>	20

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	More than 5 years - 20 marks		
4	<p><u>Experience with Listed Companies / Entities</u> Listed companies preferably one from Public Sector Undertaking(s), of the proper implementation and the working of similar Compliance Management Tool / System.</p> <p>Up to 2 Listed – 5 marks</p> <p>More than 2 Listed less than 5 Listed - 10 marks</p> <p>More than 5 Listed - 15 marks</p>	Work Completion Certificate/ Active Support Work Order / Reference Letter	15
5	<p><u>Experience with NBFCs</u> NBFCs preferably one from Public Sector Undertaking(s), of the proper implementation and the working of Compliance Management Tool / System.</p> <p>Up to 2 NBFCs – 5 marks</p> <p>More than 2 NBFCs and less than 5 NBFCs - 10 marks</p> <p>More than 5 NBFCs - 15 marks</p>	Work Completion Certificate/ Active Support Work Order / Reference Letter	15
6	<p><u>Preference to Public Sector Undertaking (PSU)</u></p> <p>Atleast 1 PSU – 5 marks</p> <p>More than 1 PSU - 10 marks</p>	Work Completion Certificate/ Active Support Work Order / Reference Letter	10

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- 1.2. The Tender Evaluation Committee may, at its sole discretion, decide to seek more information / proof from the respondents.
- 1.3. The Technical bid will be analysed and evaluated, based on which Technical score shall be assigned to each bid on the basis of parameters mentioned above.
- 1.4. The marks awarded by the Tender Evaluation Committee would be at its sole discretion and final. No request for revision/reconsideration of the same shall be entertained / considered.
- 1.5. Technical Bids receiving score greater than or equal to 70 marks (cut-off marks) will be eligible for consideration in the subsequent round of evaluation/selection.
- 1.6. If less than 3 bidders qualify as per technical criteria, IFCI reserves the right to relax the cut-off marks limit in technical score to 60 marks.

### **2. Financial Bid**

- 2.1. The Financial Bids/Quotes of those bidders shall be opened which obtain Technical Evaluation score of at least 70. Financial Bids of Bidders with scores less than 70 in the Technical Evaluation, or otherwise relaxed, shall not be opened.
- 2.2. If there is a discrepancy between words and figures the amount in words shall prevail and be valid. If the bidder does not accept the correction of the errors it, its bid will be rejected and EMD forfeited.
- 2.3. In case same lowest price is quoted by more than two or more bidders, the selection will be based on Bidders securing higher Score in the Technical Bid Evaluation Criteria. In case to further tie in the Scores in Technical Evaluation as well, Bidder with higher Turnover during last three FYs, on account of Compliance Management Tool shall be selected.

**The scores will be calculated for all technically qualified bidders using the formula:**

**(Minimum Commercial quote/ quoted price of the Bidder) x 30% + (Technical score/ Highest Technical Score) x 70%.**

**Bidder scoring the Highest Marks/Score based on above formula will be selected.**

\*\*\*\*\*

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **CHAPTER - 5**

#### **Standard Terms & Conditions**

##### **Clarification of Tender Document**

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

##### **Completeness of Response**

Bidder(s) 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.

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 bidder(s) 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 technical bid, the Bidder(s) may provide any other information/description like performance figures specified/ indicated along with supporting documents/calculations.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **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 (Technical and Financial), 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.

### **Warranty & Support**

- After Testing of the implemented Solution /project and its acceptance by IFCI, the firm has to provide regular warranty & Support during the year of live implementation free of cost.
- The tool shall be under warranty of one year from the date of live implementation\* during which additions/modifications/bug fixing shall be done without any extra charge. Further all upgrades, patches, integration with required IFCIs solution and statutory changes would be provided free of cost during the warranty and support period. The warranty period would start from the date of live implementation\* of the system.

\*Live implementation is defined as successful implementation of the product at IFCI and mapping of the Requirements formulated.

- There will be no charges for additional customization during warranty. All upgrades / updates / new version releases will be provided during warranty period with no extra cost to IFCI. During implementation phase if any upgrades / updates / new version releases comes in the tool, it should be implemented at no extra cost to IFCI. The Firm shall also ensure the requisite knowledge transfer to the identified staff of IFCI for maintenance of the system.
- Thereafter, all upgrades, patches, integration with required IFCIs solution and statutory changes would be provided for 2<sup>nd</sup> & 3<sup>rd</sup> year of implementation at the Annual Maintenance Cost.

### **On-Site Services**

- Remedial Maintenance shall include the diagnosis and correction of product malfunctions and failures of the Customized features necessary to maintain the

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

system operational. Also it shall include updation of all compliance related matters in the software. Remedies may consist of temporary procedures to be followed by IFCI while a permanent remedy is being sought.

- Preventive Maintenance visits shall be performed by Firm at the time agreed in advance by both parties. Such Preventive Maintenance /application check will include but not be limited to checking the DB logs, Audit logs etc.

### **Transfer of Tender Document**

Transfer of Tender Documents by one Bidder to another is not permissible. Similarly transfer of Tenders submitted by a Bidder, is not permissible. IFCI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation.

### **Rectification of Errors**

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

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

### **Signing of Contract**

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

### **Contacting IFCI**

No bidder shall contact IFCI on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If Bidder wishes to bring additional information to the notice of IFCI, it should be done in writing.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **Exclusivity**

IFCI will choose one (1) successful bidder to provide the required services. Further, no Consortium bids as well as sub-contracting in any form, shall be accepted.

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

Bidder(s) claiming exemption for Micro and Small Enterprises (MSEs) shall provide copy of valid Registration Certificate. MSE Bidder(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 bidder(s) are registered with any of the aforesaid agencies. However, relaxation in terms of Turnover and Experience will be provided as per Government Circular.

### **MSE - Allocation**

As the nature of this procurement is such that it cannot be split, hence MSE allocation will not be applicable for this procurement.

### **Language**

The Bidder(s) shall quote the rates in English language. 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 Bidder does not accept the correction of errors, their bid will be rejected.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **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 Bidder(s) 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 evidence 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) Technical Rejection Criteria**

- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidder(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 Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

#### **(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 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. 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.



## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **Conflict of Interest**

Bidder(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 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 Proposal. 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 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 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 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(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.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **Debarment**

In case of any misconduct or fraudulent practice, bidder may be debarred in accordance with Guidelines on "Manual for Procurement of Service" issued by Department of Expenditure, Ministry of Finance.

### **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. The Bidder 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 Bidder from any liability or obligation under the contract.

### **Annulment of Award**

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award in which event IFCI may award the contract 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 Bidder(s) in accordance with ranking subject to their matching price approved by IFCI.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **Commencement of Work**

The successful bidder shall commence services immediately on 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 provide the services 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.

Services shall be provided 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.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

- 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 bidder 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(s) and its Partner(s) 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.

### **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.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **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, may waive any minor non conformity 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.

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

### **Reservation Right**

Bidder(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 bidder(s) have the right to withdraw a proposal once it has been submitted.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **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 RFP document.

### **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.

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **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. Each respondent should notify IFCI Ltd of any error, omission, or discrepancy found in this tender document;
- c. A Respondent will, by responding to IFCI Ltd for tender, be deemed to have accepted the terms of this RFP;
- d. Selected bidder 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 Bidder(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 bidder, modify the bidding documents by amendment / addendum/corrigendum;
- g. Bidder should provide all the information ensuring its completeness and accuracy, in the desired format in clear and unambiguous manner.
- h. Each bidder 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 bidder/ appointed firm, as may be appropriate.
- j. 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.

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## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **CHAPTER - 6**

### **ANNEXURES**

#### **Annexure 1**

#### **Offer Forwarding Letter /Tender Submission Letter**

*(To be submitted on Bidder's letter head)*

To  
The Company Secretary  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110 019

Dear Sir,

#### **Subject: Implementation of Compliance Management Tool**

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

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

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

Date:  
Place:

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



## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **Annexure 2**

#### **Tender Acceptance Letter**

*(To be submitted on Bidder's letter head along with Technical Bid)*

To

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

Dear Sir,

#### **Subject: Implementation of Compliance Management Tool**

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/Company has not been blacklisted/ debarred /banned or disqualified by any Government or any Government agency including PSUs, Public Sector Banks / Public Sector Financing 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 Financing 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

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

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 offer in accordance with tender instructions and as per aforesaid reference.

Date:

Place:

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

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 3

#### Bidder's Information

S. No.	Particulars/Details	Documents Attached
1.	Company Name	
2.	Date of Incorporation	
	Type of Company [Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable]	
3.	Registration No. and date of registration. Registration Certificate to be enclosed	
4.	Address of Office of Communication	
5.	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
6.	Authorized Person – Name	
	Designation	
	Mobile	
	E-Mail ID	
7.	Alternate Authorized Person – Name	
	Designation	
	Mobile	
	E-Mail ID	
8.	PAN (Please submit self-certified photocopy)	
9.	GSTIN No. (Please submit self-certified photocopy)	
10.	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
11.	Whether the Bidder is blacklisted / debarred at the time of submission of this Tender, by Government of India or Central PSU / PSE/ PSB/	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)

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	FI/Regulatory Bodies. If yes, please give details			
12.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	Financial Year	Turnover	Net Profit/ (Loss(-))

Date:

Place:

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

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 4

#### CERTIFICATE OF UNDERTAKING BY BIDDER

I, \_\_\_\_\_

have read the Clause of this RFP regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << name of the Bidder >> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 5

### TECHNICAL BID – FORMAT

**Name of the Bidder:** -----

**A.** Bids fulfill following Technical Eligibility Criteria and scoring minimum 70 marks / points or otherwise relaxed by IFCI, shall be eligible for Financial Evaluation:

Sl. No.	Basic Requirement	Eligibility Criteria	Documents Required	Confirmation
1	Legal Entity	The bidder must be a Company / LLP / Partnership Firm incorporated in India and registered under the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable.	Self-attested copy of Certificate of Incorporation / Registration / Partnership Deed	
2	Licenses/ Permission / Ownership, etc.	Bidder should have all necessary licenses, permissions, consents, No Objections, approvals as required, if any, under law for carrying out its business. Valid GST and other applicable taxes registration certificates /PAN etc.  The software (Management tool) to be owned by the Bidder and Not to apply in consortium.	An undertaking to be submitted along with Copy of relevant Certificate  Self-attested copy of PAN & GSTIN	
3	Turnover & Profit	The bidder should have an average turnover of ₹10 crore or more (₹5 crores for MSME/ Start-Up bidders) in immediately preceding last 3 Financial Years and should be a Profit making Company in the last 3 Financial Years. (for Indian operations).	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts as supporting documents.	

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4	Project Team	The Bidders should have Project team of experienced professionals with knowledge of IT and Law.	Self-Certified details of project team	
5	Prior Experience of Similar Work	The bidder should have a minimum experience of 5 years in the area of implementation of compliance management system by whatever name called in various corporates / entities.	Work Completion Certificate/ Active Support Work Order	
6	Experience with Listed Companies / Entities / NBFCs	The bidder should have provided the compliance management tool by whatever name to listed companies / entities / NBFCs/ PSUs.	Reference from <b>at least two listed companies</b> & Reference from <b>at least two NBFCs</b> , of the proper implementation and the working of the Compliance Management Tool / System.  <b>Preference will be given to Public Sector Undertaking (PSU)</b>	
7	Other Covenants	Bidder should: -  i. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;  ii. not have, and their directors / partners and officers been convicted of any criminal offence related to their professional conduct or the making of false statements or	Self-Declaration	

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		<p>misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>iii. not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>iv. not have been blacklisted/ debarred from participation in the bid process by any of the Govt. Departments/ PSU/ Banks/ Financial Institutes/ companies in India.</p>		
8	Integrity Pact – To be executed on plain paper	To be provided as per format provided in <b>Annexure - 13</b> . Integrity Pact should be signed by Authorised Signatory of the bidders. Duly signed & stamped.		

**Note:** Specimen copy of the compliance tool documents (product features) to be executed should be enclosed with the bid submission.

Date:  
Place:

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



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### Annexure 6

#### FINANCIAL BID – FORMAT

**Note:** Price Bid mentioned here is for **illustration purpose only**. Bidder(s) must upload the Financial Bid in Excel Format on **GEM PORTAL separately**. **Financial Bid should not be uploaded in any case along with Technical Bid Documents.**

Name of the Bidder: -----

S.No.	PARTICULARS	Lump-sum cost/AMC (Rs.)	GST (RS.)	TOTAL (Rs.)
1.	One-time set-up/ deployment/ implementation /go live cost* on <b>IFCI Server / or any other secured infrastructure to the satisfaction of IFCI</b> (with upgrades / updates during the year of implementation)			
2.	Annual Maintenance Cost / Charges (AMC) for 2 <sup>nd</sup> Year of Implementation			
3.	Annual Maintenance Cost / Charges (AMC) for 3 <sup>rd</sup> Year of Implementation			

**\* Bidders are requested to SEPARATELY QUOTE for Implementation/Deployment of the Compliance Management Tool on IFCI Server and any other secured infrastructure.**

**Note:**

1. Prices quoted are in Indian Rupees only
2. Bidder should fill the details compulsorily as per the format and authenticate the same.
3. In case of unreasonable quotes or free of cost quotes etc. (basically/deliberately intending/ aimed towards halting/sabotaging the Procurement process and delay in Implementation of Policies.) the financial bid is liable to summarily rejected.
4. Prices quoted by the bidder will remain firm during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected.

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Certified that the above offer is valid for 90 days from the opening of technical bid.

Signature of the Authorized Signatory

Name of the Firm: ..... Place: .....

Date: ..... Address: .....

(with rubber stamp of the firm)

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 7

#### **Declaration by Authorised Signatory of Bidder** *(To be submitted on Bidder's letter head)*

To,

The Company Secretary  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110  
019  
Dear Sir,

#### **Subject: Declaration by Authorized Signatory**

Ref: Name of Tender and RFP No. ....,

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

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

Date:  
Place:

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

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 8

#### Escalation Matrix

[To be submitted along with Technical Bid]

Tender No: -----  
.....

Dated:

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

Name	Company	Designation	Mobile	Phone	Email address

Date:  
Place:

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

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 9

#### Format of sending Pre-bid queries

#### Subject: Procurement of Compliance Management Tool

Tender No: -----  
.....

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sl. No.	Section Number	Page Number	Query

Date:

Place:

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

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 10

#### **Declaration for Relation in IFCI** (To be submitted on Bidder's letter head)

To,

The Company Secretary  
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 (√) any one as applicable:**

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

OR

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

(i)

(ii)

Date:

Place:

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

## **Request for Proposal (RFP) - Procurement of Compliance Tool**

### **Annexure 11**

#### **Declaration that the Bidder has not been blacklisted**

*(To be submitted on Bidder's letter head along with Technical Bid)*

To  
The Company Secretary  
IFCI Limited,  
IFCI Tower, 61 Nehru Place  
NEW Delhi -110  
019

#### **Subject: Procurement of Compliance Management Tool**

Dear Sir,

I/We confirm that my/our firm/company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government Organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

It is hereby confirmed that I/We are entitled to act on behalf of our firm/company and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

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

## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 12

#### **No Deviation Certificate** (To be submitted on Bidder's letter head)

To,

The Company Secretary  
IFCI Limited,  
IFCI Tower, 61 Nehru Place,  
NEW Delhi -110  
019  
Dear Sir,

#### **Subject: No Deviation Certificate**

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

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

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

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

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

Date:  
Place:

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



## Request for Proposal (RFP) - Procurement of Compliance Tool

### Annexure 13

#### 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 Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

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

NOW THEREFORE,

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

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

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

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

### **A. Commitment of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.

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- 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 company 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.

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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.

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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 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.
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 companyal 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

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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 IEM is as under:-

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

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

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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.

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3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

### I. Legal and Prior Rights

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

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

\_\_\_\_\_  
(For and behalf of Principal)

\_\_\_\_\_  
(For and behalf of Counter Party)

### WITNESSES:

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

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

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

\*\*\*\*\*



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### Annexure – 14

#### Bid Security Declaration Form

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

The Company Secretary  
IFCI Tower,  
61, Nehru Place,  
New Delhi – 110 019.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification / contract period if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity fail or reuse to execute the contract, if required..

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture/Partnership, the Bid Securing Declaration must be in the name of all partners to the Joint Venture/partners that submits the bid)

\*\*\*\*\*