



**Request for Proposal (RFP)**

For

**Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

Mode of Tender - Limited E-tender on GEM Portal

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

## **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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## **CHAPTER-1**

Introduction, Key Events and Dates

For

**Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

**RFP No. IFCI/IT/GEM/2024-25/December/01**

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

## **1. Introduction**

- a. The Industrial Finance Corporation of India was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector. The name of the company was subsequently changed to IFCI Ltd (IFCI). IFCI is now a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a non-Deposit taking Systematically Important NBFC.
- b. IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business / industry segment to another. IFCI Ltd customizes the product-mix to maximize customer satisfaction. Its domain knowledge and innovativeness make the product-mix a key differentiator for building, enduring, and sustaining relationship with the borrowers.
- c. IFCI is engaged in the business of providing financial assistance in the form of loans & equity participation or in any other form or scheme as may be deemed expedient. Besides above, IFCI is also investing, financing, deploying funds into quoted/ unquoted Shares, Bonds, Mutual Funds, and other securities and undertakes the sale & purchase of securities on regular basis. The investment/ financing through securities and trading thereof constitutes a major part of the business operations of IFCI. It is also engaged in consultancy and advisory services. IFCI has six subsidiaries and seven step-down subsidiaries.

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

- a. IFCI invites e-tender through GeM Portal, in two bid system (Technical and Financial bid), from bidders having Data Center equipped with minimum Tier III features or must have TIA-942 certificate or any equivalent certificate for contract of Data Centre Space & Services at DR site
- b. IFCI reserves the right to cancel this RFP at any stage of tendering process.
- c. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in charges payable.

### 3. Key Events & Dates

SI. No.	Particulars	Details
1	Tender Notice No	IFCI/IT/GEM/2024-25/December/01
2	Bid Security/ EMD	Rs. 45,000/- (Rupees Forty five thousand Only) ##
3	Tender Name	Contract for Data Centre Space & Services at DR site for two years with extension clause of one year
4	Date of Issue	09/12/2024
5	Last date for seeking clarifications if any	As per GeM
6	Last date & time of submission of Bid (Technical & Commercial)	As per GeM
7	Date & time of opening of Technical Bids	As per GeM
8	Date & time of opening of Commercial Bids	Shall be communicated to technically qualified bidder(s)
9	Name of the contact person for any clarification	Shri Rajesh, Phone -011-41732154 Smt Nupur Kaushik, Phone -011-41732159
10	e-mail Address	<a href="mailto:itrfaqery@ifcilttd.com">itrfaqery@ifcilttd.com</a> (Please quote the RFP No. in the Subject Line of the e-mail)
11	Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from last due date of offer submission (incl. extension, if any)

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

**##** - Exempted for MSME [Relevant document to be provided]

## **CHAPTER-2**

### **INSTRUCTIONS TO BIDDER(S)**

For

**Contract for Data Centre Space & Services at DR site** for two years  
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**RFP No.** IFCI/IT/GEM/2024-25/December/01

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

### **Instructions to Bidder(S)**

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



portion or requires clarification on any aspect, scope of work etc. Bidder(s) shall contact the authority inviting the tender as per date and time mentioned in Chapter 1, Section 3: Key Events and Dates.

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

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**CHAPTER- 3**

Eligibility Criteria

For

**Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

**RFP No.** IFCI/IT/GEM/2024-25/December/01

IFCI Limited, IFCI Tower  
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## I. ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION

**Bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation:**

Sl. NO.	Criteria -	Documents To be submitted
1.	The Bidder must have a registered office in India. Bidder must have valid Govt of India certificates.	Certificate of incorporation, photocopy of PAN and GST number issued from competent Authority.
2.	The Bidder must have minimum Two years (as on March 2024) of experience in Data Centre services business with Tier-3 /4 facilities.	Relevant supporting documents like "Certificate of Establishment & Tier-3 /4 Certificate" etc.
3.	The Bidder must have minimum Two years (as on March 2024) work experience in PSU's/ Govt. Deptt/ Govt organizations/Others	Relevant supporting documents like "Award of Contract"/ "Certificate of Satisfactory Service".
4.	The Bidder must have minimum Annual turnover of 60 Lakhs or more in last 2 financial years with net profit in at least 1 financial year.	Audited / CA Certified copies of the balance sheet and profit & loss statement for the last 2 completed financial years (2022-2023, 2023 -2024)
5.	The Bidder must provide 3 customers references from PSU's/ Govt. Deptt/ Govt organizations/Others	Relevant document to be provided
6.	The Bidder, who has worked with IFCI in the past, shall provide a proof of satisfactory services to IFCI.	A letter from competent authority in IT department of IFCI (Head Office) certifying satisfactory services of the Bidder to IFCI.
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by PSU's/ Govt. Deptt/ Govt organizations.	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead.
8.	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviation to any mentioned clause shall be sought for.	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead.
9.	The Bidder to confirm that the bid is not submitted in Consortium as well as Sub-contracting	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead.
10.	The Bidder must provide Data Center equipped with minimum Tier III features or must have TIA-942 certificate or any equivalent certificate.	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead/ Relevant document to be provided.
11.	The Bidder must have a valid a. ISO 9001:2015 Quality Management Certification on the date of closing of the Tender. OR b. ISO 27001:2013 Information Security Management Certifications on the date of closing of the Tender	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead.
12.	Integrity Pact – to be executed on plain paper	Integrity pact to be signed by Authorised signatory

**Note:** Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents Submitted in pursuance of eligibility criteria, should be highlighted

- 5.1. The Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criteria mentioned above is mandatory.
- 5.2. Only those who fulfill all the eligibility criteria will qualify for Commercial evaluation.
- 5.3. Reference Site Customer Name and Contact information to be provided to the IFCI with whom discussion can be done.

**IMPORTANT NOTE:**

IFCI reserves the right to examine the details furnished by the Bidder(s). The Financial Bids of only those Bidder(s), who qualify minimum eligibility criteria and fulfilling terms and conditions specified in technical bid only will be opened. IFCI reserves the right to reject the Tender without assigning any reason thereof.



**CHAPTER- 4**

Scope of Work

For

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RFP No. IFCI/IT/GEM/2024-25/December/01

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## **Scope of Work**

The current DR Site is located at SIFY, Rabale Mumbai and the contract is expiring on 31/12/2024. For the purpose of collocating the DR site, there is a need for rack space along with Lift & shift activities. The scope of work is given below:-

1. Collocation 42U rack space (600mm x 1000mm) hosted at Tier-III DC facility with upto 4 KVA Rated Power (Equipment manufacturer specs). 2 Power connectors of I 309 type and 2\*16 nos. power sockets of 5 amp each per rack
2. **Lift & Shift:** De-commissioning of existing DR site from Sify Data Centre, Rabale, Mumbai, with equipment packing, transportation, insurance, and re-commissioning.
3. Assist in the installation of the Router toward MPLS connectivity. Connectivity Space provided by IFCI.
4. 24 \* 7 Environmental conditioning for Temperature and humidity using Precision air-conditioning.
5. CCTV monitoring with integrated Building Management system control
6. Water-leak detection, Rodent Repellant system, Bio-Metric Access Control and Physical Security.
7. Rated power – Environment and Infrastructure Management Services comprising of EB power, DG & UPS backups, Redundancy, Precision Air-conditioning
8. Support during DR Drill

### **DR site Location:- Mumbai Mandatory**

**Call Logging Procedure and Escalation Matrix:** The Vendor shall share the call logging procedure for the below within one week after placing the order:

- Smart Hands Support for 24 hours
- Visit of IFCI officials and Support engineers from AMC Vendors

The vendor is to provide an escalation process & matrix with a clear responsibility. The escalation matrix should contain names with contact details for all levels.

**SLA for Colocation Services:** The Vendor shall Maintain an Uptime of 99.98 %.

**Data Privacy:** The Vendor shall comply with the Data Protection law.

### **Payment Terms & Conditions:**

- At the end of the Quarter and post receipt of tax invoice.
- TDS shall be deducted as per applicable rates/ rules.

**Period of Contract:** Two yearss with extension clause of one year

**Please note that extension of contract for one year will be based on** of satisfactory performance of the bidder. Any extension of the contract period shall be communicated to the bidder before the end of the contract period.

## Service Agreement Level (SLA)

### *Service Levels, Rankings, and Priority*

<b>Severity Level</b>	<b>Description</b>	<b>Target Response</b>
1. Outage	Server down	Immediate
2. Critical	High risk of server downtime	Within 10 minutes
3. Urgent	End-user impact initiated	Within 20 minutes
4. Important	Potential for performance impact if not addressed	Within 30 minutes
5. Monitor	Issue addressed but potentially impactful in the future	Within one business day
6. Informational	Inquiry for information	Within 48 hours

System availability (Up time):  $\text{Uptime} / \text{Availability} \geq 99.50\%$ .

System availability shall be calculated as  $[1 - (\text{Downtime} / \text{Total time})] * 100$ . Uptime time will be calculated on monthly basis.

### **Expectations**

<b>S. No</b>	<b>System Availability</b>	<b>Penalty</b>
1	<99.98% to $\geq 99.00\%$	10% of Quarterly Payment
2	<99.00% to $\geq 98.50\%$	15% of Quarterly Payment
3	<98.50% to $\geq 98.00\%$	20% of Quarterly Payment
4	<98%	30% of Quarterly Payment

The vendor is expected to maintain an UPTIME of 99.98%. Below that penalty shall be imposed as per the penalty clause mentioned in the above table.

**Availability of support personnel**

The bidder shall ensure that at least one personnel with the project and their contact details shall be made available to IFCI throughout the tenure of project. In case of separation of the assigned personnel, the bidder shall arrange the same in not less than 30 days of such separation, any further delay beyond 30 days shall attract penalty of 5% of the quarterly payment for the period.



## **CHAPTER- 5**

Bid Submission and Evaluation Guidelines

For

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**RFP No.** IFCI/IT/GEM/2024-25/December/01

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

## **Bid Submission and Evaluation Guidelines RFP**

### **document submission is required to be done as under:**

Tender documents (Technical & Financial Bid) should be submitted online on GEM Portal

<https://gem.gov.in/>

### **Bid Submission**

Bidder(s) who wish to participate in this tender must be registered as seller at

<https://gem.gov.in/>

Bidder(s) shall submit their offer online in an electronic format both for "Technical" and "Financial bid".

- a. 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).
- b. On-line submission of bids: Online bids will have to be submitted within the time specified on website <https://gem.gov.in/>

### **Bid Security / Earnest Money Deposit (EMD)**

Bids received without EMD is liable to be rejected. Bidder(s) should pay specified amount towards Earnest Money deposit as follows:

- ▶ Rs. 45,000/- (Rupees Forty five thousand only) in the form of Demand Draft drawn on any Nationalized /Schedule bank **in favour of "IFCI Ltd." payable at New Delhi;**
- ▶ EMD may be deposited in IFCI's bank account as per details given in **Annexure 13.** and
- ▶ EMD will not carry any interest.

EMD will be refunded to the unsuccessful bidder(s) after finalization of the bid and EMD of successful bidder(s) shall be returned after acceptance of entire terms and conditions mentioned in the tender document and submission of security deposit/Bank Guarantee.

### **The Earnest Money Deposit submitted by the bidder(s) may be forfeited if,**

- ▶ Successful bidder fails to accept the terms and conditions mentioned in the Agreement within specified time as per intimation/request of IFCI.
- ▶ Successful Bidder withdraws their tender or backs out after acceptance.
- ▶ Bidder(s) withdraws their tender before the expiry of validity period stipulated in the bidding document.
- ▶ Bidder(s) violates any of the terms and conditions of the tender.
- ▶ Bidder(s) revises any of the items quoted during the validity period.

- ▶ Bidder(s) is found to have indulged in fraudulent practices in the bid submission process.

### **Performance Security / Bank Guarantee**

The Successful Bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 3% (Three per cent) of the Contract Value, which shall be valid for 2 years from the date of issue plus a claim period of three months. Also, in the event of an extension of contract, BG must be extended to cover extended contract period plus a claim period of 3 months. BG format attached as **Annexure 9**.

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

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

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

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

### **Return of Performance Security**

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

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

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

Technical bid response must comply with the annexures provided and all the compliances stated in **Chapter 3 Eligibility Criteria**.

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

## **Financial Bid**

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.

- a. Only one bid would be considered from one firm/company.
- b. The Bidder(s) are also advised to visit the aforementioned websites 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.

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.

### **Note:**

- 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/>
- 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.

### **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.

### **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 sign a register/attendance sheet evidencing their attendance.

IFCI reserves the right to open the bid(s) at the stipulated/notified time & date, even if 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.

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

### **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.

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**CHAPTER- 6**

Standard Terms & Conditions

For

**Contract for Data Centre Space & Services at DR site** for two years  
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RFP No. IFCI/IT/GEM/2024-25/December/01

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

## **Standard Terms and 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) shall provide any other information/description like performance figures specified/ indicated along with supporting documents/calculations if sought by IFCI.

### **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.

## **Exclusivity**

IFCI shall choose one (1) successful bidder to provide the required services.

Further, no Consortium bids as well as sub-contracting of any services in any form, shall be accepted.

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

Bidder(s) claiming exemption under 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.

## **MSE – Allocation**

As per GEM Guidelines

As the nature of this procurement is such that it cannot be split.

## **Language**

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



## **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**

- Technical Bid containing financial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- 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.

## **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.

### **Debarment**

In case of any misconduct or fraudulent practice, bidder may be debarred in accordance with Guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 02/11/2021.

### **Assignment**

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCI's prior written consent. 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 **LI** 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.

**Commencement of Work**

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

If the 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.
  - 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.

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

Any delay/failure in completion of the job as per the scope of work or part thereof will invite imposition of penalty @ 2% of the contract value per week and/or invocation of performance bank guarantee.

### **Waiver of Minor Irregularities**

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

### **Force Majeure**

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

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

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

### **Merger/ Acquisition of Bidder**

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

### **Delays in the Bidder's Performance**

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

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

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

### **Preliminary Examinations**

- IFCI will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- IFCI at its sole discretion, may waive any minor nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any 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.

### **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.

### **Liquidated Damages and Penalties**

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

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

### **Confidentiality of Information**

Disclosure of any part of information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

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

### **ARBITRATION & RECONCILIATION:**

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

**Miscellaneous 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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**CHAPTER- 7**

**ANNEXURES**

For

**Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

IFCI Limited

RFP No. IFCI/IT/GEM/2024-25/December/01

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

**Offer Forwarding Letter /Tender Submission Letter**

*{To be submitted on Bidder's letter head}*

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

Dear Sir,

Subject: **Contract for Data Centre Space & Services at DR site** for two  
years  
with extension clause of one year

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

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

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

Date:  
Place:

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

**Tender Acceptance Letter**

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

To

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

Dear Sir,

**Subject: Acceptance of Terms & Conditions of Tender**

Tender Reference No: \_\_\_\_\_

With reference to the above 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 Insurance Companies, during a period of last three year.

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

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

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

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

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

observance at any stage, it shall be treated as null and void and our tender shall be deemed to be withdrawn.

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

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

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

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

Date:

Place:

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

**Bidder's General Information & Eligibility Criteria**

**Subject: Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

Sl. No.	Particulars (Information Required)	Bidder's response	Document Ref. No
1	Name of the Firm/ Company.		
2	Year of Registration/Incorporation		
3	Address of the Firm / Company		
4	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender: (i) Name of the person (ii) Telephone No (Landline) (ii) Mobile No. (iii) FAX No. (iv) E-mail address		
5	Whether MSME		
6	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> <li>• Name of the Bank</li> <li>• Branch and address</li> <li>• IFSC Code</li> </ul>		
7	The Bidder must have following valid Certificates: <ul style="list-style-type: none"> <li>➤ Permanent Account Number</li> <li>➤ GST Registration</li> </ul>		
8	The bidder must be an Indian firm/company / organization registered under the Companies Act.		
9	The Bidder must have minimum Two years (as on March 2022) of experience in Data Centre services business with Tier-3 /4 facilities.		
10	The Bidder must have minimum Two years (as on March 2024) work experience in PSU's/ Govt. Deptt/ Govt organizations/others		
11	The Bidder must have minimum Annual turnover of 60 Lakhs or more in last 2 financial years i.e. 2022-23 and 2023-24 with net profit in at least one financial years.		
12	The Bidder must provide Data Center equipped with minimum Tier III features.		
13	The Bidder, who has worked with IFCI in the past, shall provide a proof of satisfactory services to IFCI.		

14	The Bidder must have a valid ISO 9001:2015 Quality Management Certification on the date of closing of the Tender. OR ISO 27001:2013 Information Security Management Certifications on the date of closing of the Tender OR TIA-942 certificate or any equivalent certificate.		
15	The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government Agencies during the last 3 years.		
16	Bidder should have an office in Mumbai		
17	Acceptability of all conditions contained in the Tender Document by the Bidder(s). No further deviations to any mentioned clause shall be sought for.		
18	Integrity Pact - To be executed on plain paper		
19	Bid Security / EMD		

**Financial Bid Format**

S. No.	Details	Description	Cost (Exclusive of taxes)	Taxes	Cost (Inclusive of taxes)
1.	Rack space charges (Recurring Charges)	Rack space charges hosted at Tier-III DC facility with upto 4 KVA of Rated Power (Equipment manufacturer specs)(Recurring Charges) (First Year)			
2	Rack space charges (Recurring Charges)	Rack space charges hosted at Tier-III DC facility with upto 4 KVA of Rated Power (Equipment manufacturer specs) (Recurring Charges) (Second Year)			
3	Lift & Shift Commercial (One Time Charges)	Charges for packing the servers using quality packing materials, like antistatic bubble, polyurethane foam, and into Airworthy 'U' size cartons airlifting from Mumbai to the new Data-center unloading unpacking. Arranging removal of packing debris and installation of servers.			
4	Copper cross Connect (One Time Charges)	Fiber cross-connect from MMR to customer's Rack per cross-connect			
5	Transit Insurance (One Time Charges)	Transit Insurance of IT Assets			
	Total Cost of Ownership (TCO): [1+2+3+4+5]				

**Note: Bidders are requested to note the following:**

- Cost should be inclusive of all taxes.
- TDS will be deducted as per rules applicable.
  - No additional terms and conditions should be imposed by bidders for submissions of commercial bids

**Calculation of Lowest Bidder (L1):**

L1 would be based on the **Total Cost of Ownership (TCO)**

**Payment Terms: Quarterly (at the end of Quarter)**

Date	Signature of Authorized Signatory
Place Signatory Designation	Name of the Authorized



**Declaration by Authorised Signatory of Bidder**  
*{To be submitted on Bidder's letter head}*

To,

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

**Subject: Declaration by Authorized Signatory**

Ref: Name of Tender and 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]

**Annexure 6**

**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)

<b>Name</b>	<b>Company</b>	<b>Designation</b>	<b>Mobile</b>	<b>Phone</b>	<b>Email address</b>

Date:  
Place:

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

**Annexure 7**

**Format of sending Pre-bid queries**

**Subject: Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

Tender No: -----  
---

Dated: .....

Name of the Bidder:

Contact Address of the Bidder:

<b>SI. No.</b>	<b>Section Number</b>	<b>Page Number</b>	<b>Query</b>

Date:  
Place:

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

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

To,

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

Dear Sir,

**Subject: Declaration for relation in IFCI**

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

**Tick (v) any one as applicable:**

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

**OR**

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

(i)

(ii)

Date:

Place:

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

**Performa for Performance Bank Guarantee**

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

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

This Deed of Guarantee executed at New Delhi on this day-----of -----by  
..... Bank, a body corporate constituted under the Banking Companies  
(Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at  
....., inter-alia, a Branch Office at .....  
(Hereinafter referred to as 'Guarantor', which expression shall, unless it be repugnant to the  
subject or context thereof, include their successors and assigns) in favor of IFCI Limited having  
its registered office at IFCI Tower, 61 Nehru Place, New Delhi-110019 (hereinafter referred to  
as 'IFCI' which expression shall unless it be repugnant to the subject or context thereof include  
their successors and assigns).

WHEREAS

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

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

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

OW, THEREFORE, these presents witnessed as follows:

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

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

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

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.----- (Rupees ----- only) and the guarantee shall remain in full force for Three Years from the date of commencement of services plus claim period of three months and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Service Provider and IFCI.

5. Notwithstanding anything contained herein:

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

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

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

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

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

**Integrity Pact**

**RFP: Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

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

(\_\_\_\_\_ Name of the Department / Officer)

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

(Each Tender must have Distinct Number and Subject Matter)

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

And

M/s.

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

NOW THEREFORE,



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

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

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

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

A. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
  - c) The Principal shall 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.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other Bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.

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

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the 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. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the principal, may in its considered opinion forfeit the Earnest Money Deposit/ Bid Security amount of the Counter Party.
  2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.
- E. Equal Treatment of all Bidders/Manpower Agencies/Sub-Manpower agencies/Counter Parties**
1. The Counter Party (ies) undertake (s) to demand from all sub-Manpower agencies a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement/ Pact by any of its sub-Manpower agencies / sub-vendors.
  2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
  3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.
- F. Independent External Monitor (IEM)**
1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the two IEMs is as under: -

1. Shri 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 can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
  5. The IEMs would examine all complaints and would give their recommendations/ views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
  6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
  7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
  8. The word 'IEM' would include both singular and plural.
- G. Duration of the Integrity Pact (IP)
1. This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.
  2. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/ determined by the MD&CEO, IFCI Ltd.
- H. Other Provisions
1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office/ Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
  2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
  3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.

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

I. Legal and Prior Rights

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

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

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

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

**WITNESSES:**

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

2. \_(Signature, name and address)

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

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

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

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

Subject: **Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

Dear Sir,

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

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

Date:  
Place:

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



**No Deviation Certificate**

*{To be submitted on Bidder's letter head}*

To,

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

**Subject: No Deviation Certificate**

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

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

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

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

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

Date:  
Place:

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

**Bid Security/ EMD**

**Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

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

**IFCI Limited, New Delhi**

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

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

TREASURY DEPARTMENT  
IFCI Ltd.,  
IFCI Tower, 61, Nehru Place,  
New Delhi - 110 019  
T.No. 011-41732466 /41732456

**Regulatory Compliances**

**Contract for Data Centre Space & Services at DR site** for two years  
with extension clause of one year

**A. Aspects to be considered in outsourcing agreement.**

- Service Provider shall provide the service as mentioned the RFP document and availability (up time) as mentioned in the SLA.
- Effective access by IFCI to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the service provider
- Regular audit / evaluation to be conducted by IFCI for effective monitoring and assessment of the contracts being handled by service provider for continuous management of the risks holistically, so that any necessary corrective measure can be taken immediately.
- Type of material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to IFCI by the Service Provider to enable IFCI to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.
- Service Provider shall Comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
- Service Provider shall adhere to the deliverables, including Service-Level Agreements (SLAs) as stated in the RFP document.
- Storage of data shall only be in India as per extant regulatory requirements.
- Service Provider shall provide details of data (related to IFCI and its customers) captured, processed and stored as and when required.
- Service Provider shall have the control mechanism for maintaining confidentiality of data of IFCI and its customers', and Service Provider is liable in the event of security breach and leakage of such information.
- Service Provider (vendor) shall obtain prior approval / permission to share with IFCI's customer and / or any other party.
- Specifying the resolution process, events of default, indemnities, remedies, and recourse available to the respective parties.
- Service Provider shall have contingency plans and skilled resources to provide core services, so that back-up arrangements necessary to operate and ensure business continuity and testing requirements.
- IFCI shall have the right to conduct audit of the service provider (including its sub-contractors), whether by its internal or external auditors, or by agents appointed to act on its behalf, and to

obtain copies of any audit or review reports and findings made about the Service Provider in conjunction with the services performed for the IFCI.

- IFCI shall have the Right to seek information from the service provider about the third parties (in the supply chain) engaged by the former.
- Recognising the authority of regulators to perform inspection of the service provider and any of its sub-contractors. Service Provider shall allow RBI or person(s) authorised by it to access the IFCI's IT infrastructure, applications, data, documents, and other necessary information given to, stored or processed by the service provider and/ or its sub-contractors in relation and as applicable to the scope of the outsourcing arrangements.
- Service Provider shall be contractually liable for the performance and risk management practices of its sub-contractors if any.
- Obligation of the service provider to comply with directions issued by the RBI in relation to the activities outsourced to the service provider, through specific contractual terms and conditions specified by the IFCI.
- Service Provider shall prior approval/ consent of the IFCI for use of sub-contractors by the service provider for all or part of an outsourced activity.
- Termination rights of IFCI, including the ability to orderly transfer the proposed IT-outsourcing arrangement to another service provider, if necessary or desirable.
- Obligation of the service provider to co-operate with the relevant authorities in case of insolvency / resolution of IFCI.
- Service Provider shall have skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
- Service Provider shall have suitable back-to-back arrangements between service providers and the OEMs.
- Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before start of contract.
- IFCI at its sole discretion can terminate the contract at any time during the period of contract, If the service of the Service Provider is unsatisfactory and violates any of the terms and conditions stipulated in the agreement.
- Service Provider shall ensure that safe removal/ destruction of data, information, hardware and all records (digital and physical), on completion of contract period or cancellation of contract at any time. However, service provider shall be legally obliged to cooperate fully with both the IFCI and new service provider(s) to ensure for smooth transition. Further, Service Provider shall ensure that the service provider is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulator/ concerned.
- IFCI shall obtain the source codes for all critical applications from their vendors. Where obtaining of the source code is not possible, it shall put in place a source code escrow arrangement or other arrangements to adequately mitigate the risk of default by the vendor. IFCI shall ensure that all product updates and programme fixes are included in the source code escrow arrangement.
- IFCI shall obtain a certificate or a written confirmation from the application developer or vendor stating that the application is free of known vulnerabilities, malware, and any covert

channels in the code. Such a certificate or a written confirmation shall also be obtained whenever material changes to the code, including upgrades, occur.

## **B. Cloud Services Management and Security Considerations**

**Service and Technology Architecture:** Service Provider shall ensure the service and technology architecture supporting cloud-based applications is built in adherence to globally recognised architecture principles and standards.

Also Service Provider ensure a technology architecture that provides for secure container-based data management, where encryption keys and Hardware Security Modules are under the control of IFCI. The architecture should provide for a standard set of tools and processes to manage containers, images and releases. Multitenancy environments should be protected against data integrity and confidentiality risks, and against co-mingling of data. The architecture should be resilient and enable smooth recovery in case of failure of any one or combination of components across the cloud architecture with minimal impact on data/information security.

**Identity and Access Management (IAM):** Service Provider shall be ensured for providing role-based access to the cloud hosted applications, in respect of user-access and privileged-access. Stringent access controls, as applicable for an on-premises application, may be established for identity and access management to cloud-based applications.

Segregation of duties and role conflict matrix should be implemented for all kinds of user access and privileged-access roles in the cloud-hosted application irrespective of the cloud service model. Access provisioning should be governed by principles of 'need to know' and 'least privileges'. In addition, multi-factor authentication should be implemented for access to cloud applications.

**Security Controls:** Service Provider shall ensure that the implementation of security controls in the cloud-based application achieves similar or higher degree of control objectives than those achieved in/ by an on-premise application. This includes ensuring - secure connection through appropriate deployment of network security resources and their configurations; appropriate and secure configurations, monitoring of the cloud assets utilised by IFCI. Necessary procedures to authorise changes to cloud applications and related resources.

### **Robust Monitoring and Surveillance:**

- i) Service Provider maintains an information security policy framework commensurate with its exposures to vulnerabilities and threats.
- ii) Service Provider is able to maintain its information/ cyber security capability with respect to changes in vulnerabilities and threats, including those resulting from changes to information assets or its business environment.
- iii) Nature and frequency of testing of controls by the CSP in respect of the outsourced services is commensurate with the materiality of the services being outsourced by IFCI and the threat environment.

Appropriate integration of logs, events from the Service Provider, wherever applicable and/ or retention of relevant logs in cloud shall be ensured for incident reporting and handling of incidents relating to services deployed on the cloud.

The IFCI's own efforts in securing its application shall be complemented by the Service Provider's cyber resilience controls. The Service Provider / IFCI shall ensure continuous and regular updates of security-related software including upgrades, fixes, patches and service packs for protecting the application from advanced threats/ malware.

Vulnerability Management: Service Providers ensure to have a well-governed and structured approach to

manage threats and vulnerabilities supported by requisite industry-specific threat intelligence capabilities.

### **Disaster Recovery & Cyber Resilience**

In the event of a disaster affecting its cloud services or failure of the Service Provider, IFCI can continue its critical operations with minimal disruption of services while ensuring integrity and security.

Service Providers put in place demonstrative capabilities for preparedness and readiness for cyber resilience as regards cloud services in use by them. This should be systematically ensured, inter alia, through robust incident response and recovery practices including conduct of Disaster Recovery (DR) drills at various levels of cloud services including necessary stakeholders.

- (a) The exit strategy and service level stipulations in the SLA shall factor in, inter alia,
  - (i) agreed processes and turnaround times for returning the IFCI's service collaterals and data held by the Service Provider.
  - (ii) data completeness and portability.
  - (iii) Secure purge of IFCI's information from the Service Provider's environment.
  - (iv) Smooth transition of services
  - (v) Unambiguous definition of liabilities, damages, penalties and indemnities.
- (b) Monitoring the ongoing design of applications and service delivery technology stack that the exit plans should align with.
- (c) Contractually agreed exit / termination plans should specify how the cloudhosted service(s) and data will be moved out from the cloud with minimal impact on continuity of the IFCI's business, while maintaining integrity and security.
- (d) All records of transactions, customer and operational information, configuration data should be promptly taken over in a systematic manner from the Service Provider and purged at the Service Provider -end and independent assurance sought before signing off from the Service Provider.
- (e) Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before start of contract.

**Audit and Assurance:** The audit/ periodic review/ third-party certifications should cover, as per applicability and cloud usage, inter alia, aspects such as roles and responsibilities of both IFCI and Service Provider in cloud governance, access and network controls, configurations, monitoring mechanism, data encryption, log review, change management, incident response, and resilience preparedness and testing, etc.

Date:  
Place:

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

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