

REQUEST FOR EMPANELMENT (RfE)
OF
ADVERTISING AGENCIES



Ref No : IFCI/CCD/RfE/1/2024-25

**To be submitted by 16.00 Hrs on 03/02/2025
(subject to extension / pre termination)**

Mode of application : Physical

Addressed to:

**General Manager(Corporate Communication Department)
IFCI Tower, 61, Nehru Place, New Delhi – 110 019**

Date of Issue: 16/01/2025

Disclaimer

- I. This Request for Empanelment (“**RfE**”) is not an offer by IFCI but an invitation to receive offers from interested and eligible parties. The purpose of this RfE is to provide the necessary information to such interested and eligible parties that may be useful to them in formulating their Proposals in response to this RfE.
- II. This RfE does not claim to contain all the information each Applicant may require. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfE and where necessary obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfE.
- III. The information contained in this RfE document or information provided subsequently to Applicant(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Applicant on the terms and conditions set out in this RfE document and all other terms and conditions subject to which such information is provided.
- IV. IFCI reserves the right to amend, cancel, rescind or reissue this RfE and all amendments will be advised to the Applicants and such amendments will be binding upon them. Further IFCI reserves its right to accept or reject any of or all responses to this RfE without assigning any reason whatsoever
- V. The Information provided by the Applicants in response to this Request for Empanelment (RfE) will be the property of IFCI and will not be returned. No contractual obligation whatsoever shall arise from this RfE process.

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1. IMPORTANT INFORMATION

(RfE No.: 2025/1/IFCI dated January 16, 2025)

1	Name of the Organisation	IFCI Limited (hereinafter referred to as "IFCI")
2	Address for Communication	The General Manager 12 th Floor, IFCI Tower, 61, Nehru Place New Delhi – 110 019
	Website address IFCI	www.ifcilttd.com

	Activity	Date, Time & Place
3	Date of Issuance of RfE	January 16, 2025
4	Last date for written request for any clarifications	January 21, 2025 by 5:00 p.m.
5	Last Date for submission of Proposal	February 03, 2025, by 4:00 p.m. It should be received at IFCI, 12 th Floor, IFCI Tower, 61, Nehru Place New Delhi – 110 019
6	Date of opening of RFE	February 04, 2025

Note: -

1. IFCI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the IFCI's website.
2. This proposal document is not transferable.
3. If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

2. Terms and Conditions for Empanelment of Advertising Agencies

This Request for Empanelment (RfE) document has been prepared solely to solicit proposals for empanelment of Advertising Agencies (AA) which are reputed and well-established in the form of company/partnership firms/Limited Liability Partnerships (LLP)/ proprietary concern for tasks defined in the scope of work.

- 2.1 The provisions of the service are subject to observance of selection process and appropriate documentation being agreed upon between IFCI and any successful Respondent(s) as identified by IFCI after completion of the process as detailed in this document.
- 2.2 The purpose of this RfE is to short list and empanel Advertising Agencies based on specific parameters. It is planned to create a panel of Advertising Agencies who can execute the Advertising Agency jobs on tight schedules as and when required.
- 2.3 While this document has been prepared in good faith, neither IFCI nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- 2.4 This document is meant to provide information only and upon the express understanding that the recipients / respondents will use it only for the purpose set out herein.
- 2.5 The AA firm/ respondents shall bear all costs associated with the preparation and submission of the proposal including but not limited to additional information required by IFCI, attending meeting, if required etc. and IFCI will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process.
- 2.6 The AA firm / respondents must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfE document and the meaning and impact of that information.
- 2.7 This document constitutes no form of commitment on the part of the IFCI. The issuance of RfE document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review

to be carried out by the AA firm / respondents. The AA firm / respondents unconditionally acknowledge by submitting its response to this RfE document that they have not relied on any idea, information, statement, representation or warrant given in this RfE document. The evaluation will be based on the experience, reputation, their empanelment with similar kind of institutions for similar nature of works, manpower & logistical support available with the applicant, financial capabilities, quality consciousness, etc. Based on the details furnished as per eligibility criteria, the AA / respondents shall be empaneled. Decision of the IFCI regarding selection / rejection for empanelment will be final and binding and no further correspondence will be entertained.

- 2.8 If information and details furnished by agency are found to be false at any time in future or any information withheld, which comes to the notice of the IFCI at a later date, the empanelment of such agency will be cancelled immediately.
- 2.9 The empanelment shall be valid for an initial period of three years from the date of empanelment. However, IFCI may extend the validity period by another 2 years, subject to performance review at its discretion. IFCI reserves the right to de-list the name of the respondents at any stage, if found unsatisfactory or does not comply with IFCI's requirement or due to any other internal reasons. IFCI's decision will be final in this regard.
- 2.10 The present RfE shall not be the only channel for empaneling the AAs. IFCI, depending on its requirement may empanel AAs to cover the geographical area or which may require expertise to undertake assignment which is not addressed by its panel of AAs.
- 2.11 IFCI may be notified of any omission / discrepancy in the RfE before the closure of proposal. If required, the IFCI may thereafter modify the RfE. Corrigendum/Addendum to RFE would only be published on the IFCI's website.
- 2.12 IFCI also reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this RfE. Such amendments / modifications / changes including any addendum to this RfE shall be notified on the IFCI's website www.ifciltd.com and these will be binding on the respondents.
- 2.13 IFCI reserves its right to reject any / or all the applications without assigning any reasons whatsoever.

- 2.14 Before submitting the proposal, the respondents are requested to carefully examine the proposal documents, terms & conditions of RfE, specifications and if there appears to be any ambiguity therein, they should immediately refer the matter to IFCI, for clarification as per the date specified hereinabove.
- 2.15 Any Proposals received by IFCI after the deadline prescribed by IFCI for submission of proposal will be summarily rejected and returned unopened to the Respondents. IFCI shall not be responsible for any delay or non-receipt/ non-delivery of the documents.
- 2.16 From the time the proposals are opened to the time of empanelment, respondents should not contact IFCI or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and empanelment. Such an effort shall result in rejection of the proposals.
- 2.17 Recipients are required to direct all communications for any clarification related to this RfE, to the RfE Coordinator mentioned below:

Corporate Communications Department

Ms Samriti Arora [email: smriti.arora@ifcilttd.com]

Mr Vikas Chauhan, Associate, [email: vikas.chauhan@ifcilttd.com]

Clarification to the Queries received up to the date and time specified in the section 'Important Information' shall only be hosted on the IFCI's website. IFCI may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any respondents after the closure of RfE and all such information and material provided will be taken to form part of that respondent's response.

3. INTRODUCTION

1. IFCI Limited is a Government of India (GoI) Undertaking, a company incorporated under Companies Act, 1956 and a Public Financial Institution (PFI) under Section 2, sub-section (72), clause (iv) of the Companies Act, 2013 and having its registered office at—IFCI Tower, 61, Nehru Place, New Delhi -110 019 (here in after referred as IFCI). IFCI Ltd. is a Systemically Important Non Deposit Taking NBFC under the aegis of Department of Financial Services, Government of India.
2. 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.
3. IFCI invites bid document/ application for empanelment from experienced and reputed Advertising Agencies engaged in work of Advertising having minimum of five years' experience in the field.
4. The purposes of this RfE is to short list and empanel Advertising Agencies based on specific parameters. It is planned to create a panel of Advertising Agencies who can execute the Advertising Agency jobs on tight schedules as and when required.

4 SCOPE OF WORK

- (i) Advertising agency shall release the advertisement in print media or any other media as decided by IFCI. The agency may also be assigned the task of generating designs, creative options, and translation of material from one language to any other (English / Any Indian Language) only.
- (ii) The agency will assist IFCI in advertising it on methods and media of advertising, preparation of drawings and block, undertaking research work and dealing with the newspapers/ publications on behalf of IFCI;
- (iii) The raw data/ material/ information shall be provided by IFCI and agencies would be asked to prepare the creative/ artwork. Advertising agency shall undertake designing, type-setting, art work preparation of block and matrix as well as art pulls required for release of advertisement, free of cost/ without any charges payable by IFCI, irrespective of size of advertisement, or number of newspapers to which classified/ display advertisement is to be released;
- (iv) The agency will not be paid for generating designs, creative options, and translation of material from one language to any other (English / Any Indian Language) only wherever the advertisements are being published through the agency.
- (v) The agency shall ensure that in all tender advertisements released in newspapers/ publications, optimum utilization of space is made with no wastage of space and the advertisement is cost effective;
- (vi) The Agency would be asked to submit the creative art work;
- (vii) Charges for jobs will be decided on competitive bidding basis amongst the empaneled advertising agencies.

5. ELIGIBILITY CRITERIA

The broad eligibility criteria for empanelment are as under:

Sl.	Criteria	Documents to be Submitted
1.	Three Years Continuous and Regular Full Accreditation from Indian Newspaper Society (INS) and also from Prasar Bharati. (A certificate to this effect from INS (for Print Media) and Prasar Bharati (for Electronic Media) to be submitted by the applicant)	INS Certificate (for Print Media) and Prasar Bharati Certificate (for Electronic Media)
2.	The advertising agency should have been in operation for at least last five years	Certificate of Incorporation/ registration
3.	Requirement of minimum regular billing per year i.e., average billing for the past 3 financial years ending March 31, 2024 (FY 2021-22, 2022-23 & 2023-24) shall be Rs. 15.00 crore with a minimum regular billing of Rs.10.00 crore per year.	A certificate to this effect duly signed and sealed by Chartered Accountant
4.	Requirement of minimum turnover per year i.e., average turnover for the past 3 financial years ending March 31, 2024 (FY 2021-22, 2022-23 & 2023-24) shall be Rs20.00 crore with a minimum turnover of Rs.15 crore per year.	Attach copies of audited balance sheets for FY 2021-22, 2022-23 & 2023-24
5.	The agency should have handled at least Ten (10) single client as Government/ PSU/Banking & Financial Institutions accounts/ orders in the past 5 years from the date of EOI	Attach copies of Award Letters/ Other relevant proof
6.	The agency should be fully equipped with adequate infrastructure for designing, preparation and printing of material in English, Hindi and other regional languages	Attach relevant artifacts executed by applicant
7.	The Agency should have undertaken Print, Electronic and Outdoor Advertising as part of its regular operation	Attach relevant artifacts executed by applicant
8.	The agency should have a full-fledged office with minimum staff strength of 10 Nos. of employees at Delhi	Self-declaration of staff strength duly signed and stamped by authorized signatory of applicant
9.	It is also desirable that agency should have offices other than Delhi	Attach proof of address
10.	The advertising agency should be able to provide and indicate a dedicated team for implementing and monitoring IFCI's account.	List of team members duly signed and stamped by

		authorized signatory of applicant
11.	The agency should be able to meet a diversity of communication requirements at short notice	Self-declaration to the effect duly signed and stamped by authorized signatory of applicant
12.	The agency shall be required to provide Designs, Artworks for publicity/ Advertisement in newspaper	Attach relevant artifacts
13.	The agency should have on its roll specialized, qualified and professional people with adequate experience in dealing with advertisements related to print & electronic media etc.	List of qualification, specialization of staff duly signed and stamped by authorized signatory of applicant
14.	The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to IFCI's interest	Self-declaration to the effect duly signed and stamped by authorized signatory of applicant
15.	The Agency shall maintain confidentiality on matters disclosed till proper instruction is issued for publication. IFCI reserves the right to impose penalty in case of any violation of the above	Self-declaration duly signed and stamped by authorized signatory of applicant
16.	The Agency should not have been debarred/ blacklisted by RBI/ SEBI/ IRDA/ PSBs/ FIs/ PSUs/ Government Organizations. A declaration by the Agency is to be enclosed	Self-declaration duly signed and stamped by authorized signatory of applicant
17	The Agency will be required to make advertising/publicity plans in coordination with IFCI officials	Self declaration duly signed and stamped by authorised signatory of applicant
18	Agency shall provide design, artwork for campaign/ other publicity materials and other scripts for video film, jingles, radio, ad films etc. without any advance payment	Self declaration duly signed and stamped by authorised signatory of applicant

Documentary proof needs to be provided for all the above parameters of evaluation as mentioned above.

In addition to the above, the other conditions to be fulfilled by the respondent AAs for empanelment are as under:

- (i) The AA is a proprietorship concern/ partnership firm/ LLP/ Company incorporated in India.
- (ii) The Advertising Agency should not be under debarment by any Government Agency, RBI or Other Financial Regulators or any Government body.
- (iii) The firm should have an office in Delhi/NCR.

Disqualification:

IFCI may at its sole discretion and at any time during the evaluation of Proposal and even after empanelment, disqualify /remove any Respondent from the panel, if the Respondent has :

- submitted the proposal documents after the response deadline.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- Failed to provide clarifications related thereto, when sought.
- Declared ineligible by the Government of India/State/UT Government/ regulator for corrupt and fraudulent practices or blacklisted.
- IFCI at any point may disqualify any respondent without giving any reasons, to this effect.

6. SUBMISSION OF PROPOSALS

6.1 Guidelines for submission of proposal :

- a) Interested vendors who are able to comply the requirements may submit the application duly filled in and supplemented with all relevant documents to us for further processing as per laid down procedures. Applications not complete in any respect are liable to be rejected summarily, without any notice.
- b) Application forms can be downloaded from IFCI website www.ifcilttd.com. Eligible vendors may submit their applications by Courier/Speed Post/By Hand addressed to General Manager, Corporate Communications Department, 12th Floor, IFCI Limited, IFCI Tower, 61 Nehru Place, New Delhi – 110019 on or before **1600 hrs of 3rd February 2025. Applications shall be opened 4th February, 2025.**
- c) The Application should be submitted in a sealed cover containing the following documents.

The envelope shall clearly mention the Date, Applicant's Name and Address and shall be super scribed "Application for Empanelment of Advertising Agency", which may be put in the Drop- Box kept at the ground floor of IFCI Tower, 61 Nehru Place, New Delhi, if the application is to be submitted by hand.

- d) Any addendum/ Corrigendum to the RfE would be published on the IFCI Website.
 - Prospective Applicants must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject RfE by IFCI, on our Website.
 - Applicants should ensure that copy of all relevant documents are enclosed with the RfE document. Applicants are required to preserve the originals of documents ready for verification by the IFCI at any point of time.
 - Applicants should submit documents as per Document Submission Index and do page numbering and indexing of papers.

6.2 The response to the RfE:

The response to the RfE should be submitted in sealed envelopes giving full particulars in the manner specified in the points below. The envelope should reach on or before the timeline mentioned in the 'Important Information for RfE' given at beginning of this RfE.

- (i) Application shall be submitted in the format prescribed at **Annexure-I**.
- (ii) The application shall be unconditional, else, it would be liable for rejection.
- (iii) All the information / details are to be supported by documents duly certified by the authorized representative of the respondent firm.

6.3 RfE response documents:

- The Respondents should submit one set of printed copies of the proposal containing the Proposal along with all annexures and forms/letters.
- All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the Respondent along with stamp.
- The proposal should not contain any pricing information whatsoever on the services offered.
- Following, self-attested (and / or duly stamped and signed by Authorized Signatory should be submitted along with the duly filled application form:

KYC	
(i)	Certificate of Incorporation
(ii)	Copy of PAN Card
(iii)	Copy of LLP Agreement or equivalent registration document, partnership deed (whichever applicable).
(iv)	Last three years' Income Tax Return
(v)	Last three years' Audited Financial statements.
(vi)	GST Registration Certificate
(vii)	Declaration on letter head of no criminal record.
(viii)	Document for authentication of Authorized Signatory viz. Authority letter Signed by all other partners.
(ix)	Any other details/ information considered relevant.

6.4 Rules for responding to this RfE:-

- i. The Respondents should use the formats prescribed by IFCI in submission of the RfE Response which are attached as Annexures with this RfE.
- ii. All responses received after the due date/ time as per schedule mentioned in the 'Important Information for RfE' given in the beginning of the RfE would be considered late and would be liable to be rejected.
- iii. Documents not required as part of the RfE should not be provided.
- iv. Unsigned RfE Proposals would be treated as incomplete and are liable to be rejected. The proposals once submitted cannot be withdrawn/ modified after the last date for submission of the proposals unless specifically permitted by IFCI.

- v. Respondents at no point in time can excuse themselves from any claims by IFCI whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RfE circulated by the IFCI. Respondents shall be fully responsible for deviations from the terms & conditions etc. as proposed in the RfE.

6.5 Pre-Bid Queries/Clarifications

A prospective Applicant requiring any pre-bid queries/clarifications of the RfE document, may raise their queries/points of clarification to mail id’s as mentioned in the RfE up to the date and time given in the RfE document through e-mail only.

The queries should necessarily be submitted in the following format:

S. No.	Section/ Page No.	Specific RfE Condition	Clarification Requested	Remarks, if any

The purpose of Pre-Bid clarification is to provide the Applicants with information regarding the RfE, project requirements, and opportunity to seek clarification regarding any aspect of the RfE.

However, IFCI reserves the right to hold or re-schedule the pre-bid meeting.

7. EVALUATION OF PROPOSALS

7.1 Preliminary Scrutiny

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are complete, whether the documents have been properly signed, whether any computational errors have been made, and whether the Proposals are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

7.2 Evaluation Committee

The proposals will be evaluated by IFCI's Evaluation Committee based on the proposal submitted by the Respondents. The evaluation committee shall evaluate the responses to the RfE and all supporting documents / documentary evidence. The Evaluation Committee will recommend the list of applicants for empanelment as Advertising Agencies to Final Selection Committee. Inability to submit requisite supporting documents / documentary evidence will lead to rejection of the proposal.

7.3 Conformance to eligibility criteria

Proposals conforming to preliminary scrutiny requirements will be checked by the Evaluation Committee for conformance with the eligibility criteria stated in the **ANNEXURE- I B)**

Non-conforming proposals will be rejected.

7.4 Other Guidelines for Evaluation Procedure

- a) The evaluation of the applications for empanelment shall be carried out by the Evaluation Committee constituted for the purpose.
- b) Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the RfE submission invalid. The evaluation of the response will only be based on the documents submitted and evaluation committee reserves the right to relax the evaluation criteria.
- c) The Evaluation Committee constituted for the purpose, may waive any informality or non-conformity or irregularity in an application which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any applicant. Decision of the Evaluation Committee would be final and binding upon the Applicants,
- d) IFCI's decision in respect of evaluation methodology and short listing of Applicants will be final and no communications, whatsoever in this respect, shall be entertained.
- e) IFCI may add/remove any relevant criteria for evaluating the proposals received in response to this EOI at the sole discretion of IFCI.
- f) In order to allow prospective Applicants reasonable time in which to take the amendment, if any, into account in preparing their response, IFCI, at its discretion, may extend the deadline for the submission of response
- g) IFCI also reserves the right to reject any application if:
- h) It is not in the given format
- i) At any time, a material misrepresentation is made or uncovered, or

- j) The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the application.
- k) In case any of the documents furnished by the vendor is found fake at any point of time, during the scrutiny or during the entire tenure of empanelment, punitive action including suspension and banning of business can be taken against the defaulter vendor.

7.5 Empanelment Period

- a) The empanelment of advertising agencies will be done for 10 (Ten) top ranking advertising agencies for executing IFCI's Print Media and other plans from the list of finally eligible agencies after evaluation and presentation. The empanelment of selected agencies shall be for a period of 03 (three) years which may be extended for a further period of two years based on the satisfactory performance of the agencies.
- b) IFCI in its sole discretion, reserves the right to increase/ decrease the number of empanelled agencies based on requirement
- c) IFCI will have right to remove any agency from the empanelled list without assigning any reason whatsoever, such decision shall be final and binding on empanelled agencies
- d) The Panel of Advertising Agency empanelled through this EoI shall be eligible for award of work, as per the EoI enquiry as and when raised by IFCI.
- e) IFCI reserves its right to annul the empanelment at any time without assigning any reason and call for a fresh empanelment.
- f) IFCI will periodically review the performance of the empanelled Advertising Agency and will take action as deemed fit in case of underperformance.
- g) To ensure that there is adequate response to the Application called by IFCI, from time to time, IFCI reserves the right to de-empanel the Advertising Agency who abstain from submitting their Applications regularly.

8. PROCEDURE FOR EMPANELMENT OF ADVERTISING AGENCIES

- a) An initial screening of all the bids/ applications will be undertaken by the Evaluation Committee;
- b) The Agency will be evaluated at the first instance on the basis of the minimum eligibility criteria as indicated in Section IV (Eligibility/Qualifying Criteria);
- Evaluation/ Selection process of agency shall have two stages:
- (i) Stage I : 70 Marks
- (ii) Stage II : 30 Marks

Stage I: Evaluation of agencies on the basis of submitted the proofs/documents/ certificates:

Sl. No.	Technical Parameters	Maximum Marks	Marks obtained
(i)	Financial Turnover	10 Marks	
	(a) Between 15 crore & 20 Crores (b) Between 20 crore & 30 Crores (c) Between 30 crore & 40 Crores (d) Above 40 Crores	04 Marks 06 Marks 08 Marks 10 Marks	
(ii)	Number of clients having value more than Rs.10 lakh from a single client – Banks/ FIs/ PSUs each year	10 Marks	
	(a) 2 to 3 clients (b) 4 to 5 clients (c) 6 clients and more	04 Marks 06 Marks 10 Marks	
(iii)	Organizational set-up of Agency	10 Marks	
	(a) Having Office in Delhi Number of offices other than Delhi (b) 1 to 3 Offices other than Delhi (c) More than 4 Offices other than Delhi	05 Marks 07 Marks 10 Marks	
(iv)	Staff strength	10 Marks	
	(a) Upto 10 staff (b) 10 to 20 Staff (c) 21 Staff and above	04 Marks 06 Marks 10 Marks	

Sl. No.	Technical Parameters	Maximum Marks	Marks obtained
(v)	Handled as clients Government/ PSU/ Banking & Financial Institutions Accounts during last 5 years	12 Marks	
	(a) Upto 5 Clients	04 Marks	
	(b) 6 to 10 Clients	08 Marks	
	(c) 11 Clients and above	12 Marks	
(vi)	Specialization/ Experience	18 Marks	
	(d) Upto 5 years	10 Marks	
	(e) 6 to 10 years	14 Marks	
	(f) 11 years and above	18 Marks	

- c) Out of the total bids/ applications received, only top 15-20 agencies scoring highest marks would qualify for Stage II evaluation.

The Evaluation Committee, after evaluation of all the applications on the basis of qualifying criteria as laid down in para titled "Qualifying Criteria" below shall recommend the advertising agencies that could be called for presentation/ discussion before the Final Selection Committee.

STAGE II: PRESENTATION / DISCUSSION WITH THE SHORT-LISTED ADVERTISING AGENCIES

Based on submission/ presentation/ discussions, the Committee will evaluate the agencies on the basis of following criteria (Maximum 30 Marks):

- **MARKET KNOWLEDGE**

- Understanding of product and category dynamics
- Understanding of Business Environment, Rules & Regulations - Grasp of Competitive Environment.

- **BRAND INSIGHT**

- Understanding of IFCI Brand Positioning
- Points-of-view regarding brand, customer and business issues.

- **BRAND RECOMMENDATIONS**

- Creative ideas that are relevant, solution-oriented and inspiring
- Campaign to keep the essence and spirit of Brand alive across media

● **AGENCY CAPABILITY**

- Capability to undertake all media related jobs vis. Print Media, Electronic Media, Events & Exhibition etc.
- Network Strength
- Client List
- Manpower & Talent Pool.

Subsequent to the presentation and discussions with the short-listed advertising agencies, a panel of advertising agencies will be selected thereon based on final ranking and will be issued a letter of award.

9. NOTIFICATION OF EMPANELMENT

1. IFCI shall notify the successful applicant about empanelment in writing by registered letter or by e-mail (as per the email indicated in the RfE document) as soon as practicable and after receipt of their acceptance letter, AA firm will be treated as empaneled.
2. Selected agency has to submit hard copies of the acceptance letter duly signed on the letter head of the firm by authorized person within 7 days from receipt of IFCI's offer letter. Failure to abide by this may lead to termination of empanelment.
3. During empanelment period, IFCI reserves the right to de-panel, if the service provided by the vendor is found to be unsatisfactory or if, at any time, it is found that the information provided for empanelment is false, the IFCI reserves the right to remove such vendors from the empaneled list without giving any notice to the vendor in advance. IFCI's decision will be final in this regard.
4. IFCI is not obliged to provide any reasons for any such acceptance or rejection. The decision of IFCI shall be final, conclusive, and binding on all the Respondents/parties directly or indirectly connected with the RfE process and the same shall not be questioned / challenged.

10. AWARDING OF WORKS/EOI TO EMPANELLED ADVERTISING AGENCY

1. IFCI shall invite the agencies empaneled by floating a limited RFP, as per the organizational requirements, as and when required, as per given date and time schedule.
2. IFCI shall carry out detailed evaluation of such received proposal on technical and financial aspect to arrive at best selected Advertising Agency for that work.
3. IFCI shall select and enter into specific contract with identified Advertising Agency on basis of scope, deliverables, terms and conditions. The selected Advertising Agency shall be responsible and bound by that contract for successful execution of the work. The Advertising Agency would be required to develop a specimen/artwork of the required Advertising Agency material before going for final Advertising Agency.
4. The Advertising Agency shall be solely responsible for compliance with the provisions of all central and state laws, various taxes (GST, Income tax, sales tax, service tax, etc.), labour and industrial laws, such as minimum wages, compensation, EPF, Bonus, Gratuity, etc. relating to persons deployed for providing services to IFCI.
5. IFCI reserves right to approach vendors outside the panel of empaneled vendors in absence of proper response from empaneled partners, or in any other necessities or eventualities.

11. GENERAL TERM & CONDITIONS

11.1 Adherence to terms and conditions

Respondents who wish to submit their responses to this RfE should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RfE.

If the responses contain any extraneous conditions put in by the respondents, such applications may be disqualified and may not be considered for the selection process.

11.2 Statutory authority obligations

The empaneled AA (s) would comply with all Applicable Laws as they relate to its performance under this RfE. This RfE shall be governed, interpreted by and construed in accordance with the laws of India.

11.3 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

11.4 Single Point of Contact

The Respondent selected for empanelment should have a local office in India and has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc.

11.5 Authorised Signatory

The selected AA (s) shall indicate the authorized signatory who can discuss and correspond with the IFCI, with regard to the obligations under the process.

11.6 RIGHTS OF IFCI

- At any time, IFCI may, for any reason, modify the RfE Document by an amendment.
- The amendment, if any, shall be notified in IFCI's website
- In order to accord prospective Respondents reasonable time to take the amendment into account, IFCI may, at its discretion, extend the last date for the receipt of Proposals.
- Within the timeline permitted by IFCI, the Respondents are allowed to resubmit their proposal, if required, after such amendments. In such a case, the earlier application shall be deemed null and void.
- If IFCI deems it appropriate to revise any part of this RfE or to issue additional data to clarify an interpretation of provisions, it may issue corrigendum/Addendum to this RfE
- IFCI may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through IFCI's website.
- IFCI may terminate the RfE process at any time without assigning any reason.

- IFCI reserves the right to accept or reject any proposal, and to annul the short-listing process

and reject all responses at any time without thereby incurring any liability to the affected Respondent or Respondents or any obligation to inform the affected Respondent or Respondents of the grounds for IFCI action.

- In respect of firms, which are not being selected, no further communication by the IFCI and no correspondence will be entertained by the IFCI.

11.7 Erasures & Alterations

All details must be filled up in the application.

Alterations to Application Any manuscript or other alteration to the RfE / Application must be countersigned and dated by the authorized person submitting the RfE / application

11.8 Confidentiality

Disclosures of receipt of this RfE or any part of the information contained in the RfE, to parties not directly involved in providing the services requested, could result in the disqualification of the AA, premature termination of the empanelment, and / or legal action against the AA for breach of trust.

Empaneled AA (s) shall have to sign a legal **non-disclosure agreement** with IFCI before starting any assignment.

The AA(s) (and its employees) shall not, unless IFCI gives permission in writing, disclose any part or whole of this RfE document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample, or information furnished by IFCI (including the users), in connection therewith to any person other than a person employed by the respondent in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the respondent shall maintain strict confidentiality.

The AA(s), its employees and agents shall not, without prior written consent from IFCI, make any use of any document or information given by IFCI or its Authorized personnel, except for purposes of performing the contract award. In case of breach, IFCI shall take such legal action as it may be advised. The AA (s) has to maintain confidentiality even after completion/ termination of the empanelment.

11.9 Publicity

Any publicity by the AA(s) in which the name of the IFCI is to be used should be done only with the explicit prior written permission of the IFCI.

11.10 Professionalism

- a. Attention of respondents is drawn to the relevant and extant instructions of GoI,

General & Finance Rules (GFR) issued by Ministry of Finance, extant guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the AA (s) and are required to be complied with.

- b. The respondent shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
- c. The respondent shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of IFCI.
- d. The respondent should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold the IFCI's interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.
- e. The respondent carry with them a degree of accountability for any advice or /and any services rendered to the IFCI, keeping in view norms of ethical business, professionalism. The IFCI may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract.
- f. The respondent must act, at all times, in the interest of the IFCI and render any advice / service with professional integrity. The respondent shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.
- g. The respondent will have to cooperate fully with any legitimately provided / constituted investigative body conducting enquiry into any matter related with discharge of contractual obligations by the respondent.

11.11 Dispute Resolution

IFCI and the empaneled AA(s) shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them regarding the empanelment. If after 30 days from the commencement of such informal negotiations, IFCI and the AA are unable to resolve the dispute; either party may refer the same for resolution by formal arbitration.

All questions, disputes or differences arising under and out of or in connection with the empanelment, shall be referred to Arbitrator(s) and decided as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments, if any, thereof. The seat venue and place of the arbitration shall be at New Delhi only. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

11.12 Assignment

Neither the empanelment nor any rights granted under the empanelment shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the empaneled AA, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of IFCI.

If an empaneled AA undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the AA(s) after award of work shall be considered to be assigned to the new entity and such an act shall not affect the rights of IFCI under the executed service level agreement

Annexure(s)
Annexure – I: Proposal Format

APPLICATION FOR EMPANELMENT OF ADVERTISING AGENCY

(To be submitted on letter head of applicant Company/Firm/LLP/Individual etc)

Offer Reference No.....

Dated:

General Manager CCD
IFCI Limited IFCI Tower
61 Nehru Place
NEW DELHI -110 019

Dear Sir,

Sub: Submission of Application against **No: IFCI/ CCD/RfE/2024-25**

We wish to introduce ourselves as Advertising Agency and request you to consider our application for empanelment as a Advertising Agency for IFCI's various Advertising Agency work detailed in the RfE issued by IFCI Limited, in accordance with the terms and conditions thereof.

I/We have carefully perused the terms and conditions specified in RfE and also following listed documents connected with the RfE documents and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the RfE by IFCI.
2. Notice Inviting Application
3. Documents referred to in RfE document

Should our application be accepted by IFCI for empanelment, I/we further agree to work as provided for in the RfE within the stipulated time as may be indicated by IFCI.

Further, IFCI reserves the right to accept or reject any or all responses to this without assigning any reason for the same.

Authorized Representative of Applicant

Signature:

Name:

Address:

Place:

Date:

Annexure I (B)
APPLICATION FORMAT FOR EMPANELMENT AS ADVERTISING AGENCY

DETAILS – EMPANELMENT OF ADVERTISING AGENCIES – GENERAL INFORMATION & ELIGIBILITY CRITERIA

Sl.	General Information	Documents/Declarations
1	Name of Advertising Agency Press / Company (In case the firm falls under MSME Act, the certificate for the same is to be disclosed along with the application)	
2	Complete address of Administrative/ corporate office (including email, telephone & fax numbers. Also provide PAN/GST No etc)	
3	Type of organization: Public Limited / Private limited / Partnership / Proprietary firm. PI attach Certificate of incorporation of business and specify date of incorporation	
4	Advertising Agency should have been in operation for at least five years	
5i)	Three Years Continuous and Regular Full Accreditation from Indian Newspaper Society (INS) and also from Prasar Bharati. (A certificate to this effect from INS (for Print Media) and Prasar Bharati (for Electronic Media) to be submitted by the applicant)	INS Certificate (for Print Media) and Prasar Bharati Certificate (for Electronic Media)
5ii)	The agency should have handled at least Ten (10) single client as Government/ PSU/Banking & Financial Institutions accounts/ orders in the past 5 years from the date of EOI	Attach copies of Award Letters/ Other relevant proof
6	The agency should be fully equipped with adequate infrastructure for designing, preparation and printing of material in English, Hindi and other regional languages	Attach relevant artifacts executed by applicant
7	The Agency should have undertaken Print, Electronic and Outdoor Advertising as part of its regular operation	Attach relevant artifacts executed by applicant
8	The agency should have a full-fledged office with minimum staff strength of 15 Nos. of employees at Delhi	Self-declaration of staff strength duly signed and stamped by authorized signatory of applicant
9	It is also desirable that agency should have offices other than Delhi	Attach proof of address
10	The advertising agency should be able to provide and indicate a dedicated team for implementing and monitoring IFCI's account	List of team members duly signed and stamped by authorized signatory of applicant
11	The agency should be able to meet a diversity of communication requirements at short notice	Self-declaration to the effect duly signed and stamped by authorized signatory of applicant

12	The agency shall be required to provide Designs, Artworks for publicity/ Advertisement in newspaper	Attach relevant artifacts
13	The agency should have on its roll specialized, qualified and professional people with adequate experience in dealing with advertisements related to print & electronic media etc.	List of qualification, specialization of staff duly signed and stamped by authorized signatory of applicant
14	The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to IFCI's interest	Self-declaration to the effect duly signed and stamped by authorized signatory of applicant
15	The Agency shall maintain confidentiality on matters disclosed till proper instruction is issued for publication. IFCI reserves the right to impose penalty in case of any violation of the above	Self-declaration duly signed and stamped by authorized signatory of applicant
16	The Agency should not have been debarred/ blacklisted by RBI/ SEBI/ IRDA/ PSBs/ FIs/ PSUs/ Government Organizations. A declaration by the Agency is to be enclosed	Self-declaration duly signed and stamped by authorized signatory of applicant
17	The Agency will be required to make advertising/publicity plans in coordination with IFCI officials	Self declaration duly signed and stamped by authorised signatory of applicant
18	Agency shall provide design, artwork for campaign/ other publicity materials and other scripts for video film, jingles, radio, ad films etc. without any advance payment	Self declaration duly signed and stamped by authorised signatory of applicant
	Financial details:	
19	Minimum regular billing per year i.e., average billing for the past 3 financial years ending March 31, 2024 (FY 2021-22, 2022-23 & 2023-24) shall be Rs.15.00 crore with a minimum regular billing of Rs.10.00 crore per year.	A certificate to this effect duly signed and sealed by Chartered Accountant
20	Minimum turnover per year i.e., average turnover for the past 3 financial years ending March 31, 2020 (FY 2017-18, 2018-19 & 2019-20) shall be Rs.20.00 crore with a minimum turnover of Rs.15.00 crore per year.	Attach copies of audited balance sheets for FY 2017-18, 2018-19 & 201920
21	Income Tax no. (PAN)	
22	GST registration no.	

Yours faithfully,

AUTHORIZED SIGNATORY NAME

Place:

Date:

Annexure I (C)

Document Submission Index

S.no	Document Submission Index	Ref. Page No.	Remarks
1	Forwarding Letter (Annexure 1)		
2	Certificate of incorporation of business		
3	INS Certificate (for Print Media) and Prasar Bharati (for Electronic Media) to be submitted		
4	Self-declaration stating that the Agency is fully equipped with adequate infrastructure for designing, preparation and printing of material in English, Hindi and other regional languages		
5	Artifacts executed for Print, Electronic and Outdoor Advertising		
6	Self-declaration for minimum staff strength of 15 Nos. of employees at Delhi		
7	Proof of address for Delhi and other offices		
8	Self-declaration for dedicated team for implementing and monitoring IFCI's account		
9	Self-declaration for diversity of communication requirements at short notice		
10	Artifacts for Designs, Artworks for publicity/ Advertisement in newspaper		
11	Self-declaration for having specialized, qualified and professional people with adequate experience in dealing with advertisements related to print & electronic media etc. on roll of the agency		
12	Self-declaration for maintaining high level of professional ethics and not acting in any manner, which is detrimental to IFCI's interest		
13	Self-declaration for maintaining confidentiality on matters disclosed till proper instruction is issued for publication.		

14	Self-declaration that the agency has not have been debarred/ blacklisted by RBI/ SEBI/ IRDA/ PSBs/ FIs/ PSUs/ Government Organizations.		
15	Audited Balance Sheet (average billing for the past 3 financial years ending March 31 2024 (FY 2021-22, 2022-23 & 2023-24) shall be Rs.15.00 crore with a minimum regular billing of Rs.10.00 crore per year,		
16	Minimum turnover per year i.e., average turnover for the past 3 financial years ending March 31, 2024 (FY 2021-22, 2022-23 & 2023-24) shall be Rs.15.00 crore with a minimum turnover of Rs.20.00 crore per year).		
17	Copy of Award Letter/Other relevant proof (The agency should have handled at least Ten (10) single client as Government/ PSU/Banking & Financial Institutions accounts/ orders in the past 5 years from the date of EOI)		
18	PAN Card		
19	GST registration certificate		

Annexure – II

(On letterhead of the respondent duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

Not penalized or Found Guilty in any Court of Law

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the AA Company/Firm /LLP/ Proprietary concern has not been penalized or found guilty by any advertising council or other body or in any court of Law, tribunal and the firm has not been blacklisted / debarred by any Central Government Ministry/ Bank / RBI / any regulatory authority since April 2012 till the date of submission of the Proposal

Further, this is to certify that (Name of respondent) / (name of partnership firm) and its partners/ (name of LLP) and its designated and other partners do/does not have any legal, civil, criminal, taxation and other cases pending against that may have any impact affecting or compromising the delivery of services required.

Name:

Designation: Date:

Annexure III – : Non-Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value after empanelment)

This **Non-Disclosure Agreement** ("**Agreement**") executed at New Delhi on this ____ day of **Month 20XX** ("**Effective Date**")

Between

IFCI Ltd. Government of India (GoI) Undertaking, a company incorporated under Companies Act, 1956, CIN No. L74899DL1993GOI053677 and a Public Financial Institution (PFI) under Section 2, sub-section (72), clause (iv) of the Companies Act, 2013, registered with RBI, having its Registered Office at: "IFCI Tower, 61, Nehru Place, New Delhi – 110019" (hereinafter referred to as "**IFCI/ Disclosing Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

And

Individual / Partnership Firm/LLP Name, having registered office at –, New Delhi/NCR – xxxxxx (hereinafter referred to as "**Advertising Agency/ Receiving Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.

Advertising Agency and IFCI are individually referred to as "**Party**" & collectively as the "**Parties**".

WHEREAS, IFCI has empaneled M/s, Advertising Agency for executing the Advertising Agency jobs on tight schedules as and when required.

AND WHEREAS, for the purpose of maintaining the confidentiality of any information shared between the Advertising Agency and IFCI, either directly or indirectly through their agents and/or affiliates, and other matters related thereto, the parties hereto are desirous to execute this Agreement in order to protect the information to be disclosed to each other for the aforesaid purposes.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. "**Confidential Information**" in this Agreement shall mean all information in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, in connection with the business transacted / to be transacted in connection with the Scope of Work between the Parties and/or in the course of discussions. The Receiving Party may use the Confidential Information solely for and in connection with the Scope of Work assigned to the Receiving Party. The information may be either written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labelled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party and includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and

processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments .

2. It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of the Confidential Information of either Party. Accordingly, the Disclosing Party shall ensure that only that Confidential Information which serves the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the end of the Receiving Party.
3. Receiving Party agrees to protect Confidential Information received from the Disclosing Party with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. The Receiving Party agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party's Confidential Information. The Receiving Party shall take at least the same degree of care in safeguarding such Confidential Information and Confidential Materials as it takes for its own Confidential Information and Confidential Material of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure
4. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is instructed that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential.
5. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
 - a) is independently developed by the Recipient; or
 - b) has become generally available to the public; or
 - c) at the time of disclosure to the Receiving Party was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
 - d) the Disclosing Party agrees in writing to waive such restrictions; or
6. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of the Assigned Work in terms of this Agreement and shall not disclose such Confidential Information to any third party, without the Disclosing Party's prior written consent.

7. However, each Party shall be permitted to disclose the Confidential Information to its employees on a need-to-know basis provided that such employees are informed about the confidential nature of the information being shared and obligations of non-disclosure attached to such information and have also signed agreements that obligate them to treat Confidential Information as required under this Agreement.
8. The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Assigned Work. The Receiving Party may disclose Confidential Information to consultants only provided however that, the appointment / engagement by Receiving Party of such affiliates, consultants, advisors and such other persons, shall incorporate non-negotiable confidentiality provisions no less restrictive than as set out in this Agreement in their appointment / engagement letters to be issued by the Receiving Party. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.
9. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.
10. Return of Confidential Information: Within fifteen (15) business days following written request from the Disclosing Party, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed. The Receiving Party shall also certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
11. The term of this Agreement shall be effective from the date of its execution mentioned hereinabove by both Parties and shall continue to be in force even after the completion of Scope of Work and submission of final report by the Audit Firm.
12. The authorised representatives from M/s shall be as under: –
 - a. _____
 - b. _____

13. Any dispute, controversy or claim arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 for the time being in force. The seat venue and place of Arbitration shall be New Delhi and the dispute shall be referred to the Sole Arbitrator. The language of the arbitration shall be English. The parties undertake to be bound by and implement the arbitration award. This letter and the Terms shall be governed by and construed in accordance with the laws of India.
14. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives. The Agreement may be executed in counterparts. This Agreement, and its terms and provisions, shall be binding upon, and enure to, the benefit of the Parties, their successors, administrators, executors and assigns, except as otherwise provided herein. This Agreement will come into effect upon both parties signing this agreement
15. The Parties agree that the provisions of this Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

For and on behalf of

For and on behalf of

<p>"M/s IFCI Ltd."</p> <p>By: _____</p> <p>Name:</p> <p>Designation:</p> <p>Date:</p>	<p>"M/s"</p> <p>By: _____</p> <p>Name:</p> <p>Designation:</p> <p>Date:</p>
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Annexure IV – : General Agreement

(To be executed on a non-judicial stamped paper of requisite value after empanelment)

AGREEMENT

This Agreement is made and executed at New Delhi on this _____ day of _____ 20XX by and between

IFCI Limited, a Government of India (GoI) Undertaking, a company incorporated under Companies Act, 1956, CIN No. L74899DL1993GOI053677 and a Public Financial Institution (PFI) under Section 2, sub-section (72), clause (iv) of the Companies Act, 2013, registered with RBI, having its Registered Office at: "IFCI Tower, 61, Nehru Place, New Delhi – 110019" (hereinafter referred to as "**IFCI**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**

AND

_____, *Individual/Sole Proprietorship Firm, Partnership Firm/Limited Liability Partnership registered under the Companies Act, 2013/Any other act if applicable* having its registered office at _____, hereinafter called "**Advertising Agency** " (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **SECOND PART**

Advertising Agency and IFCI shall hereinafter, where the context so permits, be referred individually as a "Party" and collectively as the "Parties"

WHEREAS

- a) IFCI had decided to invite bid document/ application for empanelment from experienced and reputed Advertising Agencies engaged in work of Advertising having minimum of five years' experience in the field.

- b) The purposes of this RfE is to short list and empanel Advertising Agencies based on specific parameters. It is planned to create a panel of Advertising Agencies who can execute the Advertising Agency jobs on tight schedules as and when required and accordingly IFCI has issued a Request for Proposal (RfE) vide Advertisement dated _____ for the empanelment of Advertising agencies detailing the broad scope of work and the eligibility criteria.
- c) Subsequently, IFCI had received Applications from various Advertising Agencies, who have fulfilled the eligibility criteria and submitted all relevant documents as per the **RfE**. IFCI has since issued Empanelment letter No _____ dated _____ to the **Advertising agency of the Second Part**.
- d) The Empanelment letter dated _____ issued by IFCI to the **Advertising Agency**, and the **RfE** dated _____ shall be deemed to be a part and parcel of this Agreement and annexed hereto to be read as if specifically incorporated herein. In case of inconsistency between any of the agreements, the terms of the Work Order issued by IFCI to the Advertising agency shall prevail for all intents and purposes.

NOW THE PARTIES ARE DESIROUS OF FORMALIZING THE TERMS AND CONDITIONS AND THEREFORE THE PARTIES HEREBY ACKNOWLEDGE, AGREE AS FOLLOWS:

A) PURPOSE OF THE ASSIGNMENT

- A) The Advertising Agency is empaneled by IFCI based on specific parameters. It is planned to create a panel of Advertising Agencies who can execute the Advertising Agency jobs on tight schedules as and when required and accordingly issued a Request for Proposal (RfE) vide Advertisement dated _____

B) TENURE

The Advertising Agency is empaneled by IFCI for a period of 3 (three) years from the date of empanelment and the period can be extended further up to two years, subject to satisfactory performance (for maximum two times after review on every year) at the sole discretion of IFCI Ltd.

C) CORPORATE ORGANISATION AND AUTHORISATIONS

The Advertising agency is:

- a) duly organized and validly existing entity incorporated under the laws of India;
- b) as of the date hereof the Advertising agency is Individual/Sole Proprietorship Firm, Partnership Firm/Limited Liability Partnership

- c) has the power and authority to, (i) perform the aforesaid work in which it is engaged or proposed to be engaged; and (iii) execute, deliver, consummate the transactions and perform its obligations contemplated under this Agreement to which it is a party.
- d) has taken all necessary corporate and other actions to authorize the execution, delivery and performance by it of work proposed to be undertaken by it under the Engagement letter and each of such actions is in full force and effect.

D) SCOPE OF WORK

- i) Advertising agency shall release the advertisement in print media or any other media as decided by IFCI;
- ii) The agency will assist IFCI in advertising it on methods and media of advertising, preparation of drawings and block, undertaking research work and dealing with the newspapers/ publications on behalf of IFCI;
- iii) The raw data/ material/ information shall be provided by IFCI and agencies would be asked to prepare the creative/ artwork. Advertising agency shall undertake designing, type-setting, art work preparation of block and matrix as well as art pulls required for release of advertisement, free of cost/ without any charges payable by IFCI, irrespective of size of advertisement, or number of newspapers to which classified/ display advertisement is to be released;
- iv) The agency will not be paid for generating designs, creative options, and translation of material from one language to any other (English / Any Indian Language);
- v) The agency shall ensure that in all tender advertisements released in newspapers/ publications, optimum utilization of space is made with no wastage of space and the advertisement is cost effective;
- vi) The Agency would be asked to submit the creative art work; and
- vii) Charges for jobs will be decided on competitive bidding basis amongst the empaneled advertising agencies.

E) ADDITIONAL UNDERTAKING

In pursuance of IFCI issuing the Empanelment letter dated _____ issued by IFCI, the **Advertising Agency**, hereby declares, confirms, and undertakes as under:

- a) That the particulars furnished in the Application dated ____ submitted to IFCI are true to the best of our knowledge and belief, and any incorrect information furnished may lead to cancellation of my/our application for empanelment with IFCI.
- b) That the empanelment shall be at the discretion of IFCI as per requirement and IFCI has a right to reject our application without assigning any reasons thereof.

- c) That we shall submit the reports as per standard formats prescribed by IFCI Ltd with correct and full information and without negligence;
- d) That we shall abide by all the terms & conditions stated herein as well as other terms & conditions prescribed by IFCI from time to time;
- e) That we understand that Empanelment as such does not guarantee award of assignments by IFCI and that Empanelment is subject to review by IFCI;
- f) That IFCI reserves the right to delete/cancel the empanelment/ abstain from awarding future assignments without prior notice or assigning any reasons whatsoever and that we fully understand that IFCI at any point of time may discontinue the empanelment without giving any reasons, to this effect, and we shall not raise any objection.
- g) That we shall maintain secrecy of the business allotted by IFCI;
- h) That we shall not disclaim liability for our expertise or deny strict principles of duty of care, and prudence except to the extent that the assumptions are statements of fact provided by the company and not generated by us.
- i) That under no circumstances shall we use the name or logo of IFCI in our correspondence with any other institution/ agency;
- j) That in case of any wrong certification whether detected in the present or in the future we hereby consent that IFCI may take steps as deemed fit;
- k) That we undertake to keep IFCI informed of any events or happenings which would render me ineligible for empanelment as an Advertising Agency
- l) That we have not concealed or suppressed any material information, facts and record and have made a complete and full disclosure;
- m) That we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988";
- n) That any director or partner of the firm etc should not have been convicted of any offence and sentenced to a term of imprisonment;
- o) That we confirm that in all cases where we are empanelled with other Banks/ Government organisations, we have neither been removed from the panel nor blacklisted.
- p) That we have not been convicted or found guilty of misconduct in professional capacity neither have we been declared an undischarged insolvent;

- q) That we shall indemnify IFCI against any losses, costs, claims, actions, demands, risks, charges, expenses, damages arising in any manner howsoever that arise due to reliance placed on our Report.
- r) That we agree and undertake pursuant to this agreement to execute all documents, deeds, writings, and papers as may be necessary to give effect to this agreement and as and when called upon to do so by IFCI.

F) CONFIDENTIALITY:

Confidential Information means any information or data, in any form or storage medium whatsoever, of any nature in relation to IFCI that may be provided by IFCI to the agency on a confidential basis in terms of the Contract/in connection with the services provided to IFCI.

The agency shall, at all times, during the continuance of the Contract or otherwise (i) keep all Information confidential and accordingly shall not disclose any such Confidential Information to any third party under any circumstances; (ii) not use or cause the use of any Confidential Information for any purpose whatsoever other than that contemplated under this Contract/ in connection with the service provided to IFCI; (iii) take all care to ensure that all persons including the officials/employees of the agency who handle the Confidential Information keep(s) the same confidential and not use the same except for the purposes for which it is meant for.

The obligations of the agency under this clause shall survive the termination of the contract.

G) AMENDMENTS, ETC.

No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same be in writing and signed by both the Parties i.e. IFCI and the Advertising Agency and such amendment, waiver or consent shall be effective only in the specific instance and for the specified purpose for which it was given.

H) TERMINATION:

IFCI Ltd reserves the right to terminate the contract at any time without assigning any reason thereof, if the agency fails to complete the assigned works satisfactorily. IFCI Ltd may, without prejudice to any other remedy, as may be available for breach of contract, may terminate the contract, in whole or in part, once any default is noticed, as under:

- a) If the agency fails to deliver /undertake any or all of the services within the time period(s) specified in the contract/ work schedule/request, or any extension thereof granted by IFCI Ltd.
- b) If the agency fails to perform any other obligation (s) under the contract;

- c) If in the opinion of IFCI Ltd, the performance of the agency is not satisfactory, or agency engages in any unlawful act, or
- d) due to any other reasons, at the sole discretion of IFCI Ltd and the agency shall not be entitled to any compensation by reasons of such termination.

In the event, IFCI Ltd terminates the Contract in whole, or in part pursuant to the above, it reserves the right to get the remaining services executed by another Agency of its choice and in that eventuality the agency is bound to make good the additional expenditure, that IFCI Ltd. may have to incur in executing the remaining part of the Contract.

I) JURISDICTION

This Agreement shall be governed and construed in accordance with laws of India and courts situated within the territorial jurisdiction at New Delhi, India. The same shall have jurisdiction over the matter/dispute arising out of this Agreement.

IN WITNESS WHEREOF the parties hereto have put their respective hands seal to this Agreement on the day, month and the year first herein above written.

Signed and Delivered by the within-named
Advertising agency

Signed and Delivered by the within-named
IFCI Limited

**Annexure – V : Declaration: No Ownership or Control of IFCI Directors/
Employees(or relatives)**

(On letterhead of the respondent)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____ (Name of
respondent) / _____ (name of
company/LLP/
Partnership Firm etc) and its partners _____(name of
LLP) and its designated and other partners is/are not a related party to
IFCI as per the provisions of Companies Act 2013.

Name:

Designation:

Date:

ANNEXURE - VI
RFE ACCEPTANCE LETTER

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

To

The General Manager (CCD)

IFCI Limited,

IFCI Tower, 61 Nehru Place,

NEW Delhi -110 019

Dear Sir/Madam,

Sub: Acceptance of Terms & Conditions of EOI.

RfE Reference No: IFCI/CCD/RfE/2024-25

Dear Sir,

1. I / We hereby certify that I / we have read the entire terms and conditions of the RfE documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the RfE conditions of above mentioned EoI document(s) / corrigendum(s) in its totality / entirety.
4. I/We hereby declare that our Company/Organization has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three years.
5. Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies or has any criminal case against him /her during a period of last three years.

6. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the Application 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.
7. I/We hereby certify that all the information and data furnished by me with regard to the above EoI Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.
8. I further certify that I am authorized to represent on behalf of my company/firm for the abovementioned RfE and a valid Power of Attorney/Authorization letter to this effect is also enclosed.
9. We hereby confirm that we have not changed/modified/materially altered any of the RfE 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 RfE shall be deemed to be withdrawn.
10. We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the RfE conditions together with other references applicable for the above referred RfE Specification.
11. We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to RfE Conditions, Integrity Pact (if applicable), and acceptance to Reverse bidding process.
12. I/ We confirm that all the Rules prevailing in the concerned state, the Labour Laws, Risk Insurance obligations, State & Central Govt. statutory requirements etc are complied by me/ us.
13. I/We understand that this is merely an application and does not entitle me / us to be necessarily qualified by the IFCI and the IFCI reserves the right to reject all and / or any application without assigning any reason whatsoever.
14. We confirm to have submitted offer in accordance with EoI instructions and as per aforesaid reference.
15. We undertake to inform you about any insolvency proceedings, if any initiated against us by any financial/operational creditors within seven days from the receipt of such notice.

Date:
Place:

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

Annexure VII

Integrity Pact

(To be executed on plain paper and submitted along with 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 or 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 company 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 IEMs is as under: -

Name : Shri Umendra
Email ID : sharmaumendra@gmail.com

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

2.1 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.