



Request for Proposal (RFP)

For

Proposal for maintenance, support & hosting an application on cloud infrastructure.

Mode of Tender - E-tender on GEM Portal

Addressed

To

General Manager (IT) IFCI Limited
IFCI Tower, 61 Nehru Place New Delhi – 110019

Disclaimer

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. Bidder(s) should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, may obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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CHAPTER 1

Introduction, Key Events and Dates

For

Proposal for maintenance, support & hosting an application on cloud infrastructure.

RFP No. IFCI/IT/GEM/2025-26/FEB/02

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

1. Introduction

The Industrial Finance Corporation of India was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector. The name of the company was subsequently changed to IFCI Ltd (IFCI). IFCI is now a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a non-Deposit taking Systematically Important NBFC.

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.

IFCI is engaged in the business of providing financial assistance in the form of loans & equity participation or in any other form or scheme as may be deemed expedient. Besides above, IFCI is also investing, financing, deploying funds into quoted/ unquoted Shares, Bonds, Mutual Funds, and other securities and undertakes the sale & purchase of securities on regular basis. The investment/ financing through securities and trading thereof constitutes a major part of the business operations of IFCI. It is also engaged in consultancy and advisory services. IFCI has six subsidiaries and seven step-down subsidiaries.

Invitation for Tender Offers

IFCI invites e-tender through GeM Portal, in two bid system (Technical and Financial bid), from the cloud service providers having sufficient experience in maintenance, support and hosting an application on Cloud Infrastructure.

IFCI reserves the right to cancel this RFP at any stage of tendering process.

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

Key Events & Dates

Sl. No.	Particulars	Details
1	Tender Notice No	IFCI/IT/GEM/2025-26/ Feb/02
2	Bid Security/ EMD	Rs. 2,46,000/- which should be submitted in the form of DD/FDR/ Bank Guarantee in the favor of IFCI Limited
3	Tender Name	Proposal for maintenance, support & hosting an application on cloud infrastructure.
4	Date of Issue	As per GEM
5	Last date for seeking clarifications if any	Within 5 days of release of RFP
6	Last date & time of submission of Bid (Technical & Commercial)	As per GEM
7	Date & time of opening of Technical Bids	As per GEM
8	Date and time of presentation and Demo	Shall be communicated later
9	Date & time of opening of Commercial Bids	Shall be communicated to technically qualified bidder(s)
10	Name of the contact person for any clarification	Mr. Gaurav Verma, Associate Director
11	e-mail Address	itrfpquery@ifcilttd.com
12	Validity of Proposal	The rates in tender documents shall be kept open from acceptance for a minimum period of 90 (ninety) days from last due date of offer submission (incl. extension, if any)

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

CHAPTER 2

INSTRUCTIONS TO BIDDER(S)

For

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2. Instructions to Bidder(S)

Bidder(s) shall submit their bid (comprising of "Technical" and "Financial" bid), online at GEM Portal.

Online submission of bids: Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner: -

Technical Bid: Scanned Copies to be uploaded (.pdf):

The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification of bidder(s). Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing on it.

Bidder must provide the documents mentioned in the Technical Evaluation criteria as mentioned in the Technical Evaluation table. Only relevant and to the point information/ document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing it.

Financial Bid: (.xls): Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid.

Submission of more than one bid is not allowed and shall result in disqualification of the bidder.

Validity of bids: Bid submitted by the Bidder(s) shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of bid (Technical and Financial), including extensions, if any. IFCI reserves the right to reject any or all the bids without assigning any reasons thereof.

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

The Standard Terms and Conditions of this RFP also form part of the e-Tender specifications. The information furnished shall be complete by itself. Bidder(s) are required to furnish all the details and other documents as required.

Bidder(s) are advised to study all the tender documents carefully.

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

Any submission of bid shall be deemed to have been done after careful study and examination of this RFP document and with the full understanding of the implications thereof.

In case of any doubt about the meaning of any portion of this RFP or any discrepancies or omission(s) in the scope of work or any other portion of this RFP or any incomplete portion or requires clarification on any aspect, scope of work etc. Bidder(s) shall contact the authority inviting the tender as per date and time mentioned in Chapter 1, Section 3: Key Events and Dates.

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

The specifications and terms and conditions shall be deemed to have been accepted by the Bidder(s) in their offer.

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

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

This document constitutes no form of commitment on the part of the IFCI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the tendering process.

CHAPTER- 3

Eligibility Criteria

For

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3. Eligibility Criteria And Technical Evaluation Criteria

CSP mandatory Criteria

#	CSP Requirement – Part A	Supporting Document
1.	The Cloud Service Provider (CSP) should have been offering cloud services (IaaS/PaaS) in India/Globally from at least last 5 financial years with average annual turnover from provisioning cloud services is least Rs. 400 crores as on date of bid submission.	Copy of Certificate of Incorporation or Certified copy of Partnership Deed Letter from Statutory Auditors / Certificate from Chartered Accountant/Declaration on their letterhead mentioning the annual revenue from Provisioning Cloud Services
2.	The Cloud Service Provider (CSP) should be empaneled with the Ministry of Electronics & Information and Technology (MEITY), Government of India for offering both DC & DR on its own to government bodies. The CSP Data centers offered for services shall be located in India and shall comply to all Meity guidelines including minimum distance between DC and DR. DC & DR should be in the different Seismic zones.	Self-Declaration on CSP Letterhead and MeitY empanelment Certificate
3.	The Cloud Service Provider (CSP) should have 2 Data Center locations are empaneled for public cloud and VPC	MeitY Empanelment Certificate
4.	CSP shall have published on its public facing website- cloud services' rates for all services available in India, Service Level Agreements (SLAs), dashboard live-status of cloud services' health across global datacenter and outage details (if any) with RCA.	An undertaking from the CSP with the links to its relevant public facing website(s) covering the details
5.	Availability of self-service cloud portal and Command Line interface where administrator can provision & scale cloud resources without requiring manual intervention of CSP including at least- Virtual machine, managed databases, managed NoSQL DB, Container as a service, managed queue, Storage disks, object storage, file share, network, backup, disaster recovery replication, infrastructure as code, infrastructure & security monitoring	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
6.	CSP must have their own native service Availability of managed databases (PAAS) having feature of inbuilt scaling, HA & backup for MySQL and NoSQL.	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
7.	CSP must have their own native security services in cloud (instead of 3rd party) for- <ol style="list-style-type: none"> 1. NextGen Firewall 2. Web Application Firewall DDoS Protection 3. Data Encryption at rest Automated Security Assessment 4. Identity and Access Management - fine grained access control for access to cloud resources 	Undertaking on CSP letterhead with link to public facing website having the service and functionality description

8.	CSP shall offer. <ul style="list-style-type: none"> Uptime offered on a single VM instance is more than or equal to 99.5 % Uptime offered on 2 or more VM instances (in HA mode) is more than or equal to 99.9 % 	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
9.	CSP shall provide: <ol style="list-style-type: none"> Tier-3 datacenter certification (Certificate/Self Certificate signed CSP). ISO/IEC 27701:2019 Security techniques — Extension to ISO/IEC 27001 or ISO/IEC 27002 for privacy information management — Requirements and guidelines SOC 3 Report- System and Organization Controls attestation reports as mandated by SSAE 16 and SSAE 18 (Documentary Evidence- Certificate/Audited report. 	Self- Declaration on CSP letterhead
10.	CSP should offer Market place for third party software with published prices on CSP public site and access to easily deploy and consume the services from Market place in self-service mode.	Self- Declaration on CSP letterhead

Pre-Qualification Criteria (for MSP)

S. No	Minimum Qualifications Criteria	Documentary proof to be submitted
1.	The Bidder should be – <ul style="list-style-type: none"> A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act Registered with the GST Authorities Company should have a valid PAN number. 	<ul style="list-style-type: none"> Certificate of Incorporation; and GST Registration certificate issued by GSTN authorities (copy) PAN Card (copy)
2.	The Bidder should have average annual turnover of at least INR 3.26 Crores in Cloud Services and positive Net worth in continuously last 3 financial years (i.e., FY 2021-22, FY 2022-23 and FY 2023-24)	Statutory auditor certificate or certificate from Company Secretary of Bidder specifying the turnover and net worth for the specified year.
3.	uy Bidder should have following certifications: ISO9001 , ISO27001 and ISO20000	Copy of certification
4.	The bidder should have experience of executing Cloud Services projects for at least one customer in Government/PSU having a single order value of at least Rs. 3 Crore (excluding taxes) in last 3 financial years	Copy of work order and Completion Certificate
5.	The Bidder must have the strength of at least 20 IT Professionals (datacenter/networking/system administration/ cloud services professional's/cloud security experts/database expert) on their payroll as on date of submission of this bid.	Certificate from Authorized Representative on the letter head of the bidder certifying the availability of the resources on their payroll as on date of

	At least 5 of these professionals must have experience (of minimum 5 years) in the maintenance of cloud solution/ DR Management / virtual server administration/system administration, Virtualization, security, database etc.) in Delhi /NCR	submission of the bid as per the requirement.
6.	Bidder should have experience in migrating/managing proposed cloud Services for at least one Central Government / Public Sector Insurance/Financial customer in last 3 financial years.	Copy of work order or completion certificate explicitly mentioning work scope and satisfactory certificate of the customer
7.	The Bidder should have an office locally present in NCR (should be at-least 6 months old from published date of this tender and in effect till date of submission)	Office lease agreement or GSTN Certificate
8.	Submission of "Undertaking of Not Being or Directors have been blacklisted in India by any Indian State/Central Governments Departments or Public Sector Undertaking of India.	Self-attested Undertaking
9.	The bidder to provide information that any of its subsidiary or associate or holding company or companies having common directors or companies in the same group of promoters/management or partnership firm/LLPs having common partners has not participated in the bid process.	Letter of confirmation from bidder
10.	The Bidder should provide an undertaking that all the requirements as part of project scope in the Tender are covered in totality in the proposal submitted by them.	Letter of confirmation from Bidder.
11.	Bidders who possess prior experience with Cloud Services Projects at IFCI Limited	Must attach satisfactory services certificate from IFCI Limited
12.	Bidder should have manufacturer authorization from (MAF) from cloud service provider (CSP) for providing the cloud services.	Copy of MAF from CSP
13.	Integrity Pact	To be included with technical Documents

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

Technical Evaluation:

S. No	Evaluation Criteria	Max Marks	Supporting Document
1.	<p>Cloud Native Platform Services: Proposed CSP should have native capabilities for the below services:</p> <ol style="list-style-type: none"> 1. Managed Compute Instances 2. Managed Container Management Service 3. Managed Analytics Platform Services 4. Managed databases 5. Allowing custom sizes for vCPU and RAM for optimized infra usage instead of the fixed vCPU & RAM combinations <p>Marks: 3 Marks for each of above capability that is being provided by CSP.</p>	15	Bidder is required to list specific URL on CSP website to support compliance.
2.	<p>Bidder has a direct billing relationship with proposed CSP - 10 marks.</p>	10	Letter from CSP confirming the relationship or copy of contract
3.	<p>Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for central/PSU customers during the last 3 financial years (i.e. between 2021-22 to 2023-24)</p> <ul style="list-style-type: none"> • 5 Marks for each project with a minimum 12-months billing collection of ₹ 2 Cr or more. <p>A maximum of 4 projects may be submitted against this criterion.</p>	20	Copy of Work Order explicitly mentioning nature of services required - in name of Bidder
4.	<p>No. of resources currently on the bidder's payroll certified by proposed CSP.</p> <ul style="list-style-type: none"> • For 40 or more resources – 10 marks • For resources >20 but <40 – 5marks 	10	Undertaking from CSP
5.	<p>Bidder experience in migrating Data from on-premises to Meity Empaneled cloud for a customer in central government/PSU</p> <ul style="list-style-type: none"> • Experience in migrating Data > 100TB – (15 marks) • Experience in migrating Data > 50TB but less than 100 TB– (5 marks) 	15	Copy of Work Order/invoice/ in name of bidder.
6.	<p>Presentation:</p> <ul style="list-style-type: none"> • Capabilities of Proposed Cloud • Implementation plan on Proposed Cloud • Auto scalability and optimal utilization for cost optimization • Security assessment, compliance and remediations • Case Studies of Similar projects 	30	Presentation

Note: Only Bidders who score at least 70 Marks in Technical Evaluation Criteria will be eligible for "Commercial Bid Opening" Stage.

Bids Evaluation criteria

Stage 1: Pre-Qualification

Each of the conditions for CSP-compliance and bidder Pre- Qualification condition are MANDATORY. In case the proposed CSP and Bidder does not meet any one of the conditions, the bidder will be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria.

Stage 2: Technical Evaluation

Technical Evaluation will be done only for the bidders who succeed in Stage 1.

The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework.

Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a technical score of 70% or more (prior to normalization) will qualify for the commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

The Final Normalized technical score of the Bidder shall be calculated as follows:

Normalized Technical score of the bidder = $\text{Technical score of the bidder} / \text{Score of the bidder with HIGHEST score} \times 100$

Stage 3: Commercial Evaluation

The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at IFCI discretion.

The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows:

Normalized Commercial Score of the Bidder = $\text{Lowest Quote} / \text{Bidder's Quote} \times 100$

Example:

Bidders	Bidder Quote	Calculation	Normalized Commercial Score
Bidder A	110	$(110 / 110) \times 100$	100
Bidder B	150	$(110 / 150) \times 100$	73.33
Bidder C	170	$(110 / 170) \times 100$	64.70
Bidder D	140	$(110 / 140) \times 100$	78.57

The Bid price will include all taxes, duties, levies etc., excluding GST and all prices shall be quoted in Indian Rupees only. Bidder to quote their GST rates in the Techno Commercial part of the tender.

Any conditional bid would be rejected.

Errors & Rectification: Arithmetical errors will be rectified on the following basis:

“If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

If there is a discrepancy between words and figures, the amount in words will prevail.”

Final Score Calculation (QCBS)

The final score will be calculated through Combined Quality Based System (QCBS) method based on the following weightage:

Technical: 70%

Commercial :30%

Final Score = (0.70xNormalized Technical score) + (0.30xNormalized Commercial Score)

The bidder with the highest Final score shall be treated as the Successful bidder (Rank -1 bidder). In case, total combined score (Final Score) of two (2) or more bidders are exactly same, then the bidder scoring highest technical score would be considered as the successful bidder. If still there is a tie then bidder with higher net worth will be considered as a successful bidder.

CHAPTER- 4

Scope of Work

For

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IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
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Scope of Work

IFCI is in the process of implementing ESG-PRAKRIT applications on Cloud Infrastructure. IFCI wishes to engage CSP to provide Cloud Services for a period of three years for hosting ESG-PRAKRIT application.

The Following high-level activities to be undertaken by MSP are involved in the process.

- Setup and Configuration of Cloud account.
- Setup and Configuration of Network for on-premises to cloud connectivity.
- Setup of Cloud Infrastructure for application Implementation as per Standards.
- Setup and management of DR Environment on Cloud Infrastructure in a different seismic zone as DC
- Implementation of Audit, Monitoring & Security services.
- Oracle cloud managed services.
- Maintenance and management of application and Database Server.
- Database Administration activities like managing storage, backups, recoveries, monitoring / optimising performance, establishing and maintaining security measures etc.
- Auto scalability and optimal utilization for cost optimization.
- Management of patches.
- Management of DR.

Cloud Managed Services

The Bidder shall have to perform the following activities as per the scope of work given below, but not Limited to:

- The Bidder will be responsible for the provisioning of required cloud infrastructure. The Bidder will examine the application landscape that needs to be hosted on cloud infrastructure. This activity may enable the Bidder to gauge the application workload requirements before provisioning the respective cloud infrastructure / services.
- The Bidder shall be responsible for provisioning, monitoring and management of all cloud infrastructure / services.
- Bidder shall support the respective application teams for deployment of applications on the cloud infrastructure.
- The Bidder shall have monitoring tools for measuring the utilization of servers, storage and network. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder. Bidders should also provide access of this tool to IFCI.
- The Bidder shall be responsible for ensuring security of cloud services and infrastructure.
- The cloud infrastructure / service provisioned by the Bidder must be scalable and flexible. IFCI shall be able to add/reduce cloud infrastructure / services on demand basis.
- Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential for the cloud platform to be offered.
- Upgrades: Any required version / software / hardware upgrades, patch management etc. provided by Bidder / CSP will be managed by Bidder for the entire contract period. Bidder to consult / inform IFCI before doing any upgrade and share detailed report of associated services / functionalities which may get impacted due to the upgrade.
- On expiration / termination of the contract, Bidder will need to handover CSP account of as is basis with complete data in the desired format to IFCI which can be easily accessible and readable without any additional cost to IFCI.
- Bidder shall be responsible for providing manpower suitably qualified and experienced to meet the defined SLAs.

- Bidder to intimate IFCI immediately about surge in resource usage in case of DDoS or any other cyber-attacks.
- The support cost quoted by the Bidder should include all cost towards monitoring, management and support the cloud infrastructure / services etc.
- The Bidder shall submit a well-defined plan for backup and recovery including processes and procedures etc. related to recovery or continuation of services.
- The Bidder will be required to provide a minimum of the following managed services, but not limited to:
 - Setup, configure and manage the following cloud components but not limited to:
 - Virtual machines, containers.
 - Storage (block, object etc., as applicable).
 - Network and security (public subnets, private subnets, security rules, VLAN etc.).
 - Identity and access management.
 - Set up of database and database administration tasks.
 - Managed Load Balancer.
 - Managed Firewall, Built-in security like IDS / IPS, DDoS mitigation, SSL Interceptor firewall should be provided in the cloud platform.
 - Take backups, snapshots of application servers, applications, databases and it's archival, retrieval, access, authorization.
 - Monitoring of all instances and reporting of failure as per SLA.
 - Provide access to monitor health/system utilization through a dashboard.
 - Monitoring all cloud services used for an application and fixing of issues, if any.
- Generate email alerts for all major problems in the cloud infrastructure & application. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public government data collected and stored by the Bidder, the Bidder shall afford IFCI access to its technical capabilities, documentation, records, etc.
- Unless other mentioned, Bidder should ensure encryption for the data at rest and in transit.
- Bidder shall also be able to meet the any new security requirements as specified by IFCI auditor during the period of the contract.
- Bidder shall be responsible for any Risk Management and planning, or issues related to migration of data from DC to DR as per the requirements.
- Setup of DR Environment in a different Seismic zone than DCs
- Setup of Networking between DC and DR environments to enable seamless data synchronization
- Conduct of Business Continuity planning and
- Participation in performing planned DR drills once a year with a 15 days' prior notice.
- Ensure Data synchronization and good health of DC and DR Infrastructure
- The bidder should assist during the exit Management in migrating VMs, data to new environment and should ensure destruction of data.

Project Planning and Management

The success of the project depends on the proper project planning and management. At the onset, the Bidder shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with IFCI. An indicative list of planning related documentation that the Bidder should make at the onset is as follows:

- Project Schedule: A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same
- Manpower Deployment List: A list needs to be provided with resources who will be deployed on

the project along with the roles and responsibilities of each resource.

- Resource Deployment List: List and number of all cloud-based resources (including but not limited to servers (VMs), storage, network components and software components) other than manpower that may be required.
- Communication Plan: Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- Progress Monitoring Plan and Reporting Plan: Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will be approved by the department to the successful bidder before start of the project.
- Standard Operating Procedures: Detailed procedures for operating and monitoring the Cloud site.
- Risk Mitigation Plan: List of all possible risks and methods to mitigate them.
- Escalation Matrix & Incident Management: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems.
- Training Strategy: The training strategy should be designed to provide training to the IT technical team personnel identified by IFCI.

CHAPTER- 5

Service level Agreement and Penalties

For

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RFP No. IFCI/IT/GEM/2025-26/Feb/02

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

4. Service level Agreement and Penalties

Definitions:

Severity Level 1 – Critical - is used for situations where there is a major impact on normal operation of the system and more than 50% users are impacted. Bidder will immediately begin work on it, diagnose the issue and update Customer’s SPOC (Single point of Contact) for feedback and decision. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible).

Severity Level 2 - is used for situations where normal system operation is affected to some degree but it is not blocker. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible).

Severity Level 3 – Normal - is used for situation where an issue is detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a main business process interruption.

SLA Matrix – Managed Services

	Level 1	Level 2	Level 3
Response	Acknowledge and respond to the issue within 15mins.	Acknowledge and respond to the issue within 4 business hrs.	Acknowledge and respond to the issue within 1 business day.
Diagnosis	On reproduction of issue, Diagnosis performed to trace the cause and the dependency on the third parties (if any), Raise red flag to the concerned third parties involved (if any) and discuss with the Customer SPoC on the possible solution implementation including a short-term work around (if any) within 60 mins.	On reproduction of issue, Diagnosis performed to trace the cause and the dependency on the third parties (if any), Raise red flag to the concerned third parties involved (if any) and discuss with the Customer SPoC on the possible solution implementation within 1 Business Day.	On reproduction of issue, Diagnosis performed to trace the cause and the dependency on the third parties (if any), Raise red flag to the concerned third parties involved (if any) and discuss with the Customer SPoC on the possible solution implementation within 4 Business Days
Resolution	On the basis of diagnosis & agreed solution, support Team will responds and start work on Issue resolution in sync with Customer SPoC as per bidder defined scope of work within 8 hours.	On the basis of diagnosis & agreed solution, support Team will work on Issue resolution in sync with Customer SPoC as per bidder defined scope of work within 2 business day.	On the basis of diagnosis & agreed solution, support Team will work on Issue resolution in sync with Customer SPoC as per bidder defined scope of work within 7 business days.

- The production support hours will be 24x7.
- IFCI SPOC will be responsible to raise the incident in bidder provided support portal through TMS (Ticket Management System) or email. Bidder will share access to the

- support portal for reporting purposes.
- Bidder will ensure deployment of SPoC or equivalent resource for the communication and plan for production support.
- SLA metric will be calculated as (total no. incidents meeting SLA) / (total no. of incidents raised). Bidder is required to meet SLA metric of 95% or higher.
- If SLA metric for any quarter (3 months period) is less than 95% but greater than or equal to 90%, a penalty will be levied equivalent to 2% of quarterly invoice amount .
- If SLA metric for any quarter (3 months period) is less than 90% a penalty will be levied equivalent to 3% of quarterly invoice amount.
- Penalty in regard to SLA metric defined above will be capped in year at 5% of annual invoice amount.

Exceptions to SLA (Not to be included in SLA Metric)

- Any incident related to application issues.
- If any dependency on third party/CSP/Application team for the action or the information provided, the resolution time shall change accordingly.
- Issues surfacing because of
 - the situations, which are not anticipated and not covered under the testing scenarios,
 - The Issues which are not reproducible and resolvable at staging environment because of the nature of the issue involved
- An intermediate fix/work around
- The areas of responsibilities which are not in the scope of work for bidder.
- On diagnosis of such issues as above, bidder shall provide the expected resolution time, [Closest estimate keeping resolution time at consideration] to fix the issue and bidder shall consider increasing team’s working hours to support critical issues.
- Terms of Delivery: Successful bidder shall log the order well in time.

Payment Terms & Conditions:

Sr. No.	Cost Head (A)	Payment Schedule
1.	CSP cost based on Actual Usage	Quarterly
2.	Managed Services Cost	Quarterly
3.	One-Time Implementation Cost	On Go-Live

5. Period of Contract:

The contract will be for a period of 3 years with a provision for 2 years’ extension at the same price, subject to evaluation of the performance of the service provider by IFCI before end of third year contract. The payment shall be made on Quarterly basis.

6. Specifications for Procurement (Itemized BOQ)

S.No	Service Name	Configuration	Description	UOM	Quantity
1	Compute Services - RHEL/Enterprise Linux OS (On demand usage)	16 vCPU, 64 GB	<ol style="list-style-type: none"> All machines proposed should be of production grade and non-burstable X86 compatible Virtual Machines should be running on the selected processor type all the time. Virtual Machine/Compute services should allow to use the CPU to the fullest irrespective to the number of threads per CPU. The cost should include the cost of license of the OS as well in monthly subscription model only, wherever applicable. 	VM/month	2
2	Compute Services - RHEL/Enterprise Linux OS (On demand usage)	8 vCPU, 32 GB	<ol style="list-style-type: none"> All machines proposed should be of production grade and non-burstable X86 compatible Virtual Machines should be running on the selected processor type all the time. Virtual Machine/Compute services should allow to use the CPU to the fullest irrespective to the number of threads per CPU. The cost should include the cost of license of the OS as well in monthly subscription model only, wherever applicable. 	VM/month	2
3	Managed Database as a Service – Oracle DB - Usage - on demand	8 vCPU, 64 GB	Automatically configures the database to optimize for specific workloads. Everything from the memory configuration, the data formats, and access structures are optimized to improve performance. Customers can simply load data and go.	VM/month	1
4	Block Storage	Block Storage (SSD)	<ol style="list-style-type: none"> SSD based disk. Min 20000 IOPS per GB Should support backup using CSP native backup service. 	per/TB	4

5	Object Storage	Managed service for Object Storage.	The CSP should offer secure, durable, highly scalable object storage for storing and retrieving large amount of data.	per TB data scanned	1
6	Network Services	Application Load Balancer - Highly Available. If the proposed Application Load Balancer doesn't come with in-built HA, give the pricing of double the quantity asked.	<ol style="list-style-type: none"> 1. Highly Available Application Load Balancer for Layer 7. 2. Should be suitable for large-scale production workload. 	Load Balancer/month	1
7		Network Load Balancer - Highly Available. If the proposed Network Load Balancer doesn't come with in-built HA, give the pricing of double the quantity asked.	<ol style="list-style-type: none"> 1. Highly Available Network Load Balancer. 2. Should be suitable for large-scale production workload. 	Load Balancer/month	2
8		Managed API Gateway (CSP native)	<ol style="list-style-type: none"> 1. Highly Scalable with 99.95% availability. 2. Supports REST, HTTP and WebSocket APIs and provides min 5 GB caching. 3. Should support accessing private APIs over private network. 	per 1,00,000 REST API hits.	1
9		NAT Gateway - Highly Available. If the proposed NAT Gateway doesn't come with in-built HA, give the pricing of double the quantity asked.	<ol style="list-style-type: none"> 1. Managed NAT Gateway. 2. Should be Highly Available. 	GB Data	1024
10			<ol style="list-style-type: none"> 1. Managed NAT Gateway. 2. Should be Highly Available. 	NAT Gateway/month	1
11		Static IP	<ol style="list-style-type: none"> 1. The CSP should offer static public IP addresses. 2. Static Public IP address should be attached to account. 	per IP address	1
12		Site to Site VPN	Should offer site-to-site VPN connectivity with 1 Gbps throughput	per VPN connection/month	1
13		Data Transfer (Egress)	Data Out to Internet	Data (TB)/month	4
14	Security Services	Virtual Web Application Firewall	WAF with Autoscaling, HA and redundancy.	Per Firewall / Month	4

15		Network Firewall	Network Firewall with upto 4 Gbps throughput with data processing of 10TB per Month	Per Firewall / Month	2
16		Advanced monitoring	Monitoring tool	per metric per month	15
17		Threat Detection Service	Managed Threat detection service	per VM	4
18	Backup Management	Backup management service	Backup management service	per VM	2

Note: Actual Requirement will be submitted on award of contract to the selected bidder.

Note: -

1. Department at its sole discretion may alter (increase/decrease) quantity or may remove item. The prices discovered through this RFP can be used as a rate card for consuming any amount of cloud services. The above BoM represents no commitment towards usage as per BoM and the Department has the right to leverage services as per requirements. Invoicing will be done as per actual usage.
2. Oracle & Other license's cost should be included in the respected line items. IFCI will not bear any cost apart from the above-mentioned BOQ.
3. Unit price quoted above shall be discounted price and cannot be more than CSP List Price. In case a service is consumed that is not listed in BoM or a variation of service listed in BoM, the payments shall be made based on actual consumption and list price of CSP (publicly available on CSP website) adjusted to above discount rate.
4. The bid value shall include all taxes and levies shall be in Indian Rupees (₹). In case the CSP pricing is in USD, MSP is required to quote price at conversion rate of 1USD=86.5 INR for bid submission purposes. For the purpose of clarification, in case USD pricing is referenced, all payments will be made based on the exchange rate (RBI) of the day of invoice generated. Bidders are not required to consider any cost associated with exchange rate fluctuation for financial bid.

CHAPTER- 6

Bid Submission and Evaluation Guidelines

For

Proposal for maintenance, support & hosting an application on cloud infrastructure.

RFP No. IFCI/IT/GEM/2025-26/Feb/02

IFCI Limited, IFCI Tower
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7. Bid Submission and Evaluation Guidelines RFP

Document submission is required to be done as under:

Tender documents (Pre-qualification, Technical & Financial Bid) should be submitted online on GEM Portal <https://gem.gov.in/>

Bid Submission

Bidder(s) who wish to participate in this tender must be registered as seller at <https://gem.gov.in/>

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

- a) Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s).
- b) On-line submission of bids: Online bids will have to be submitted within the time specified on website <https://gem.gov.in/>

Bid Security / Earnest Money Deposit (EMD)

Bids received without EMD of Rs. 2,46,000/- is liable to be rejected. Bidder(s) should pay specified amount towards Earnest Money deposit as follows:

- In the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of "IFCI Ltd." payable at New Delhi;
- DD should be submitted at IFCI head office on bid end date.
- EMD may be deposited in IFCI's bank account as per details given in Annexure 13.
- EMD will not carry any interest.
- EMD will be Exempted for the bidders who are registered with startup/ MSE. Bidders need to submit the valid documentary proof for the same.

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

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

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

8. Performance Security / Bank Guarantee

The Successful Bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 5% (Five per cent) of the Contract Value, which shall be valid for three years from the date of issue plus a claim period of three months.

Also, in the event of extension of contract, BG must be extended to cover extended contract period plus a claim period of 3 months. BG format attached as **Annexure 9**.

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

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

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

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

Return of Performance Security

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

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

Technical Bid (Eligibility Criteria)

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

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

Financial Bid

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

Only one bid would be considered from one firm/company.

The Bidder(s) are also advised to visit the aforementioned websites on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

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

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

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

Note:

- If the online submission does not include all the information required or is incomplete, the proposal would be liable to be rejected.
- Bid(s) submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and would be liable to be rejected by IFCI.
- The evaluation of the bids will only be based on the documents uploaded online on GEM Portal <https://gem.gov.in/>
- The bid(s) shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable to be rejected.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the Bidder(s) qualifying the eligibility criteria. Bidder(s) who satisfy the technical requirements as determined by IFCI, shall qualify for the FINANCIAL BID evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solution at optimal cost. The purpose of it is only to provide the Bidder(s) an idea of the evaluation process that IFCI may adopt.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective bidder(s)), without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidder(s) will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

Transfer of Bid Document/ Award

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

Evaluation of Technical Bids

IFCI will open all bids in the presence of committee members.

Price Evaluation Criteria

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

CHAPTER- 7

Standard Terms & Conditions

For

Proposal for maintenance, support & hosting an application on cloud infrastructure.

RFP No. IFCI/IT/GEM/2025-26/Feb/02

IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
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9. Standard Terms and Conditions Clarification of Tender Document

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

Amendment of Tender Document

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

Completeness of Response

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

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

Proposal Cost

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

Any other Information

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

Validity of the Bid

The Bid shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.

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

Exclusivity

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

Micro & Small Enterprises (MSEs)

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

agencies:

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

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

MSE – Allocation

As per GEM Guidelines

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

Language

The Bidder(s) shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words.

In the event of variation in number written in figure and words, the number written in words will be taken as final.

Rectification of Errors

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

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

Rejection of Bid

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

General Rejection Criteria

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder(s) bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage/ time during the Tendering Process.
- Any evidence of cartelization.
- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

Technical Rejection Criteria

- Technical Bid containing financial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidder(s) not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

Financial Rejection Criteria

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

Confidentiality of the Document

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

Conflict of Interest

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

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

Non-Collusion

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

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

Right to Accept or Reject the Tenders

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

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

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

Clarification of bids

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

Debarment

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

Assignment

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

Annulment of Award

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

Good Faith Statement

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

Award of Contract

Before the expiry of the period of validity of the proposal, IFCI shall notify the **H1** Bidder in writing by letter or e-mail, that its bid has been accepted.

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

If H1 Bidder fails to accept the LOI/PO/Work Order, IFCI will be free to forfeit the EMD deposited with IFCI and award the contract to other Bidder(s) in accordance with ranking subject to their matching price approved by IFCI.

Commencement of Work

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

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

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

Supplementary Information to the RFP

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

Termination Clause

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

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

Indemnity

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

arising out of any action of Bidder, its officials under document.

Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

Violation of Terms

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

Penalty for deficiency in Services

Any delay or failure in the completion of the job as per the scope of work, or any part thereof, will result in a penalty of 5% of the annual invoice amount, subject to a maximum cap of 10% of the contract value.

Waiver of Minor Irregularities

IFCI reserves the right to waive minor irregularities in proposals provided such action does not lead to any legal implication and the waiver is required in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the "Request for Proposal" (RFP) requirements or excuse the Bidder from full compliance with the RFP specifications and other contract requirements, if the Bidder is selected.

Force Majeure

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

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

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

1. That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the successful bidder informs IFCI in writing that the Bidder considers himself entitled to an extension of the time limit;
2. That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities;
3. That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract; and
4. That the successful Bidder proves that the delay occurred is not due to his own action or lack of action. However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

Merger/ Acquisition of Bidder

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

Delays in the Bidder's Performance

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

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

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

Preliminary Examinations

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

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

Reservation Right

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

Withdrawal of Bids

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in this RFP document.

Transition Process

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

Liquidated Damages and Penalties

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

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

Confidentiality of Information

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

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

Arbitration & reconciliation:

In case amicable settlement is not reached in the event of any dispute, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to sole arbitrator. Arbitrator shall be appointed by mutual consent.

The award of the Arbitrator shall be binding upon the parties to the dispute.

The provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be Delhi.

The cost of arbitration shall be borne equally by both the parties.

Work under the contract shall be continued during the arbitration proceedings.

Miscellaneous Terms & Conditions:

a) This tender document contains information that is believed to be relevant at the date but does

not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with IFCI. Neither IFCI nor any of its employees, agents, contractors, or advisors gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

- b) The bidder may notify discrepancy if any under this document.
- c) Bid once submitted be deemed to have accepted the terms of this RFP.
- d) Selected bidder shall during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by IFCI, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its personnel or agents.

- e) The Bidder(s) are requested to submit their bids (technical and financial) prior to last date of submission to avoid any technical or other difficulty resulting in non-- submission of their bids due to non-availability of portal at last moment and or any other reason whatsoever.
- f) At any time prior to the deadline for submission of Bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.
- g) Bidder should provide all the information ensuring its completeness and accuracy, in the desired format in a clear and unambiguous manner.
- h) Each bidder shall submit only one bid for a single assignment.
- i) If any false information/ documents are provided/ submitted in the bid document, IFCI reserves the right to reject such bid at any stage or to terminate the contract, if awarded, with immediate effect and take legal action against the bidder/ appointed firm, as may be appropriate.
- j) The successful Bidder shall nominate a Nodal Officer, within 2 days from the award of the work/contract. Details of the Nodal Officer should be given to IFCI immediately after his/her nomination for timely and smooth interaction.

CHAPTER- 8

ANNEXURES

For

Proposal for maintenance, support & hosting an application on cloud infrastructure.

RFP No. IFCI/IT/GEM/2025-26/Feb/02

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

Annexure 1

Offer Forwarding Letter /Tender Submission Letter

{To be submitted on Bidder's letter head}

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

Dear Sir,

Subject: Proposal for maintenance, support & hosting an application on cloud infrastructure.

RFP No. IFCI/IT/GEM/2025-26/Feb/02

Tender Acceptance Letter

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

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

Dear Sir,

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No:

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

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

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

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

I/We certify that all information furnished by my/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then IFCI shall without giving any notice

or reason can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

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

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

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

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

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

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

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

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 2

Bidder's General Information & Eligibility Criteria

S. No.	Particulars (Information Required)	Bidder's response	Document Page Nos.
1.	Name of the Company		
2.	Address of the Firm / Company		
3.	Year of Registration/Incorporation		
4.	Name & Telephone Number of the Proprietor/person to whom all references shall be made regarding tender: Name of the person Telephone No (Landline) Mobile No. E-mail Id		
5.	Whether MSME/ MSE (Attach valid MSME certificate)		
6.	Details of the Bank Account of the Bidder Name of the Bank Branch and address IFSC Code		
7.	The bidder(s) should be authorized partner of proposed CSP.		
8.	The bidder must demonstrate a positive net worth for each of the complete financial years: 2021–22, 2022–23, and 2023–24.		
9.	The bidder should not be blacklisted or banned for business by any Public Sector undertaking / period of contract. Department/ MNC/ Private Limited Companies in India or abroad.		
10.	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.		
11.	Bid Security / EMD		
12.	Integrity Pact		
13.	Cloud Native Platform Services: Proposed CSP should have native capabilities for the below services: 6. Managed Compute Instances 7. Managed Container Management Service 8. Managed Analytics Platform Services 9. Managed databases 10. Allowing custom sizes for vCPU and RAM for optimized infra usage instead of the fixed vCPU & RAM combinations Marks: 3 Marks for each of above capability that is being provided by CSP.		
14.	Bidder has a direct billing relationship with proposed CSP - 10 marks.		
15.	Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for		

	<p>central/PSU customers during the last 3 financial years (i.e. between 2021-22 to 2023-24)</p> <ul style="list-style-type: none"> • 5 Marks for each project with a minimum 12-months billing collection of ₹ 2 Cr or more. <p>A maximum of 4 projects may be submitted against this criterion.</p>		
16.	<p>No. of resources currently on the bidder's payroll certified by proposed CSP.</p> <p>For 40 or more resources – 10 marks</p> <p>For resources >20 but <40 – 5marks</p>		
17.	<p>Bidder experience in migrating Data from on-premises to Meity Empaneled cloud for a customer in central government/PSU</p> <ul style="list-style-type: none"> • Experience in migrating Data > 100TB – (15 marks) • Experience in migrating Data > 50TB but less than 100 TB– (5 marks) 		
18.	<p>Presentation:</p> <ul style="list-style-type: none"> • Capabilities of Proposed Cloud • Implementation plan on Proposed Cloud • Auto scalability and optimal utilization for cost optimization • Security assessment, compliance and remediations <p>Case Studies of Similar projects</p>		

Date:
Place:

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

Annexure 3 - Financial Bid Format

Proposal for maintenance, support & hosting an application on cloud infrastructure. Infrastructure

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

S. No	Service Name	Configuration	UOM	Quantity	Unit Price USD	Unit Price INR	Monthly Cost INR
1	Compute Services - RHEL/Enterprise Linux OS (On demand usage)	16 vCPU, 64 GB	VM/month	2			
2	Compute Services - RHEL/Enterprise Linux OS (On demand usage)	8 vCPU, 32 GB	VM/month	2			
3	Managed Database as a Service – Oracle DB - Usage - on demand	8 vCPU, 64 GB	VM/month	1			
4	Block Storage	Block Storage (SSD)	per/TB	4			
5	Object Storage	Managed service for Object Storage.	per TB data scanned	1			
6	Network Services	Application Load Balancer - Highly Available. If the proposed Application Load Balancer doesn't come with in-built HA, give the pricing of double the quantity asked.	Load Balancer/month	1			
7		Network Load Balancer - Highly Available. If the proposed Network Load Balancer doesn't come with in-built HA, give the pricing of double the quantity asked.	Load Balancer/month	2			

8		Managed API Gateway (CSP native)	per 1,00,000 REST API hits.	1			
9		NAT Gateway - Highly Available. If the proposed NAT Gateway doesn't come with in-built HA, give the pricing of double the quantity asked.	GB Data	1024			
10	NAT Gateway/month		1				
11	Static IP		per IP address	1			
12	Site to Site VPN		per VPN connection/month	1			
13	Data Transfer (Egress)		Data (TB)/month	4			
14	Security Services	Virtual Web Application Firewall	Per Firewall / Month	4			
15		Network Firewall	Per Firewall / Month	2			
16		Advanced monitoring	per metric per month	15			
17		Threat Detection Service	per VM	4			
18	Backup Management	Backup management service	per VM	2			
19	Monthly Cloud Cost(A)						
20	Support Services		-	-			
21	Discount Percentage		-	-			
Monthly Support Cost Value (B) (calculated using % entered in line 19)							
Total Monthly Cost M = A+B							
22	Implementation Services (C)						
Total Cost for 3 Years Y=M*36+C							

* All figures shall be quoted inclusive of all taxes.

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 4

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

To,
General Manager
IT Department,
IFCI Limited,
IFCI Tower, 61 Nehru Place NEW Delhi -110 019 Dear Sir,
Subject: Declaration by Authorized Signatory

Ref: Tender No

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

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

Date:
Place:

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

Annexure 5

Escalation Matrix

[To be submitted along with Technical Bid]

Tender No: ----- Dated:

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

Name	Company	Designation	Mobile	Phone	Email address

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 6

Format of sending Pre-bid queries

Subject: Proposal for maintenance, support & hosting an application on cloud infrastructure.

Tender No: ----- Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sr. No.	Section No.	Page No.	Query

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 7

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

To,

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

Dear Sir,

Subject: Declaration for relation in IFCI

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

Tick (v) any one as applicable:

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

OR

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

(i)

(ii)

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 8

Performa for Performance Bank Guarantee

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

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

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

WHEREAS

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

The said orders, inter-alia, provides that a sum of Rs.....being the 95% of the price of the said will be paid to the Service Provider by IFCI on providing services and balance 5% upon furnishing a bank guarantee to IFCI, equivalent to 5% of the cost of the said..... amounting to Rs. (Rupees only), valid for a period of Three Years from the date of commencement of services plus three months and due performance of the said At the request of the Services Provider, (Bank) the guarantor has agreed to give such guarantee to IFCI as hereinafter mentioned for the sum of Rs.....Rupees.....only) being the 3% cost of the said applicable as herein before mentioned.

OW, THEREFORE, these presents witnessed as follows:

In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the said.....- are found to be defective in services and also in case the saiddo not perform satisfactorily during the guarantee period and the service provider fails to rectify the defects to the satisfaction of IFCI, the guarantor shall pay to IFCI upon demand immediately and without demur a sum of Rs.(Rupees.....only) equivalent to 5% of the said as herein before mentioned.

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

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

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

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

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

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

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

For and on behalf of the (Bidder Name)

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 9

Integrity Pact

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

(Name of the Department / Officer) Tender No. for (Each Tender must have Distinct Number and Subject Matter)

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

And M/s.

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

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

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

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

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

NOW THEREFORE,

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

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

Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and

other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

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

No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial

benefit which the person is not legally entitled to.

The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.

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

If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Commitments of Counter Parties

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

The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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.

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.

Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement/ service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.

Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid/ contract.

The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.

The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.

The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other Bidders with respect to prices, specifications, certifications, subsidiary contracts etc.

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

The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.

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

The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.

If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.

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

The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees/ officials of the Principal.

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

The Counter Party agrees that if it makes 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.
Disqualification from Tender Process and exclusion from Future Contracts

If the Bidders, either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if

already executed or exclude the Counter Party from future contract award processes.

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

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

If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down company procedure, revoke the exclusion.

Consequences of Breach

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the Principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated

the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the principal, may in its considered opinion forfeit the Earnest Money Deposit/ Bid Security amount of the Counter Party.

Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Equal Treatment of all Bidders/Manpower Agencies/Sub-Manpower agencies/Counter Parties The Counter Party (ies) undertake (s) to demand from all sub-Manpower agencies a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement/ Pact by any of its sub- Manpower agencies / sub-vendors.

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

The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Independent External Monitor (IEM)

The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the two IEMs is as under: -

Shri Umendra Sharma Email Id: sharmaumendra@gmail.com	Shri A Vijay Anand Email ID: Vijay_anand45@hotmail.com
---	--

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

The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Manpower Agency's Tender Documentation/ papers/ files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies)

with confidentiality.

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

The IEMs would examine all complaints and would give their recommendations/ views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.

For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.

The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.

The word 'IEM' would include both singular and plural. Duration of the Integrity Pact (IP)

This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract.

Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/ determined by the MD&CEO, IFCI Ltd.
Other Provisions

This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office/ Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.

Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.

If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.

Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.

A person signing the IP shall not approach the Court while representing the matter to the IEMs and he/ she will await their decision in the matter.

This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies

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

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

(For and behalf of Principal)

(For and behalf of Counter Party)

WITNESSES:

(Signature, name and address)

(Signature, name and address)

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

Annexure 10

Declaration that the Bidder has not been blacklisted.
{To be submitted on Bidder's letter head along with Technical Bid}

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

Subject: Proposal for maintenance, support & hosting an application on cloud infrastructure.

Dear Sir,

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

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

Date:

Place:

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

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

Annexure 11

No Deviation Certificate
{To be submitted on Bidder's letter head}

To,

General Manager
IT Department, IFCI Limited,
IFCI Tower,
61 Nehru Place, NEW Delhi -110 019 Dear Sir,
Subject: No Deviation Certificate

Ref: RFP/Tender No ,

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

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

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

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

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 12

Annexure XVI-OEM's Authorization Format
(To be submitted on OEM's letter head along with Technical Bid)

To

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place, New Delhi -111019
Dear Sir,

Subject: Proposal for maintenance, support & hosting an application on cloud infrastructure.

Tender No:

We..... (OEM Name and address) confirm that the following company is a reseller of
..... (OEM NAME) products:

We hereby extend our full support to the company detailed below as per General Terms & Conditions of RFP
for the support services offered by them:

Name of the Company	
Address of the Company	
Telephone Number	
Fax Number	

The above-mentioned company will be purchasing products from (OEM NAME), which is able to purchase products for resale from us.

All applicable (OEM Name) product support services for all support services provided by the above-mentioned company will be extended to you, in accordance with (OEM Name) policies.

Date:

Place:

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

Note: This letter of authority should be on the letter head/certificate form issued by the "Original Equipment Manufacturer "(OEM) only on its letterhead.

Annexure 13

Annexure XIX-Confidentiality/Non-Disclosure Agreement

This Confidentiality Agreement is executed on the ____ day of _____, 2025 at New Delhi by and between:

IFCI Limited, a company registered under the Companies Act, 1956 with CIN No. L74899DL1993GOI053677, hereinafter would be termed as "IFCI" or the Disclosing Party, having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi – 110019, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART.

AND

M/s....., a company incorporated under the Companies Act, 1956, with CIN No. _____ hereinafter would be termed as "....." or the Receiving Party, having its registered office _____, India which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

Each of the Disclosing Party and Receiving Party are hereinafter individually referred to as the "Party" and collectively as the "Parties".

In this Agreement references to any statutory provision shall be deemed to mean and to include a reference to any modification or re-enactment thereof for the time being in force.

WHEREAS

- A. Disclosing Party is a Government of India undertaking and a Financial Institution, inter alia engaged in the business of providing medium to long term financial assistance to manufacturing, service and infrastructure sectors.;
- B. Recipient is engaged in the business of Service Integrator (SI) or Managed Service Provider.
- C. The Parties are desirous of renewing Annual Maintenance Charges for Dell Servers, Storage Device & Brocade Switches.
- D. Subject to the terms hereof, the Discloser agrees to provide Confidential Information, as defined hereunder to the Recipient, which is considered proprietary in nature in relation to the Proposed Transaction.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND THE AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:

AND WHEREAS IT IS AGREED BETWEEN THE PARTIES THAT:

NON-DISCLOSURE

The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to evaluate the possible business transaction with the party disclosing such Confidential Information (the "Disclosing Party"), and who have signed agreements that

obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate a possible business transaction between the parties.

If the Receiving Party is required or requested to disclose any Confidential information by any applicable law or regulation or by any governmental agency or regulatory body having authority to regulate or oversee any aspect of the Receiving Party's business in connection with the exercise of such authority, and such Confidential Information is provided or disclosed pursuant to such requirement or request, the Receiving Party shall not be in breach of this Agreement.

The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with or circumvent any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

CONFIDENTIAL INFORMATION

"Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in 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 is "Confidential Information" 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.

NO OBLIGATION OF CONFIDENTIALITY

The obligation of confidentiality shall not apply with respect to any particular portion of information if:

It is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or

It entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or

It was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or

It was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or

Such information was developed by employees or agents of the Receiving Party, independently of and without reference to the information and the Receiving Party has evidence of such independent development.

RETURN OF INFORMATION

Within Fifteen (15) business days following either a request from the Disclosing Party or the completion of business dealings between the parties hereto, 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.

USE OF INFORMATION BY RECIPIENT

The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating the possibility of a future collaboration between the parties and in connection with such future collaboration, if any.

The Receiving party shall use the information only for the migration of on-premises database and applications to Oracle cloud infra, and the receiving party shall not use the information provided by the disclosing party for any other purpose without the prior written approval by the disclosing party.

The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder.

The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

NON-CIRCUMVENTION

For a period of twelve (12) months after the date of execution of this Agreement and for as long as this Agreement remains in effect, the Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting with or contacting directly any target acquisition, client, company, or proposed investor of the other party which the Disclosing Party has identified as having access to as relates to the proposed transaction(s) without the express permission in writing of the Disclosing Party.

REMEDIES

The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party may have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right may be in addition to any other remedy available to the Disclosing Party in law or equity.

OWNERSHIP OF INFORMATION

Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

9. WARRANTIES

In maintaining confidentiality hereunder the Receiving Party warrants that it 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;

keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

10. SURVIVAL

The Receiving Party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement.

11. TERMINATION

Either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days advance written notice of its intent to terminate this Agreement. Upon termination of this Agreement, the disclosing party may request the receiving party to return all confidential information and the receiving party shall within Fifteen (15) business days following a request from the Disclosing Party 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.

12. GENERAL

This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter, and may be modified only in writing signed by the parties.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of India. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

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 amended as follows: the place of arbitration shall be New Delhi; the parties shall mutually appoint a Sole Arbitrator to adjudicate the dispute between the parties; the language of the arbitration shall be English.

This letter and the Terms shall be governed by and construed in accordance with the laws of India.

This Agreement constitutes the entire Agreement. Any modification shall be in writing and signed by both parties. The Agreement may be executed in counterparts. This Agreement, and its terms and provisions, shall be binding upon, 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. This Agreement shall not be assignable to any third party by the Receiving Party without the prior written consent of the Disclosing Party.

This Agreement may be executed in two numbers of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement effective as of the Effective Date:

For IFCI Limited

For Bidder

(Authorized Signatory)

(Authorized Signatory)

Place:

Place:

Date:

Date:

Witness

Witness

1. _____

1. _____

(Name & Address)

(Name & Address)

2. _____

2. _____

(Name & Address)

(Name & Address)

Annexure 14

Annexure XVIII-Regulatory Compliances

A. Aspects to be considered in outsourcing agreement.

Service Provider shall provide the service as mentioned in the RFP document and availability (up time) as mentioned in the SLA.

Effective access by IFCI to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the service provider

Regular audit / evaluation to be conducted by IFCI for effective monitoring and assessment of the contracts being handled by service provider for continuous management of the risks holistically, so that any necessary corrective measure can be taken immediately.

Type of material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to IFCI by the Service Provider to enable IFCI to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.

Service Provider shall Comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.

Service Provider shall adhere to the deliverables, including Service-Level Agreements (SLAs) as stated in the RFP document.

Storage of data shall only be in India as per extant regulatory requirements.

Service Provider shall provide details of data (related to IFCI and its customers) captured, processed and stored as and when required.

Service Provider shall have the control mechanism for maintaining confidentiality of data of IFCI and its customers', and Service Provider is liable in the event of security breach and leakage of such information.

Service Provider (vendor) shall obtain prior approval / permission to share with IFCI's customer and / or any other party.

Specifying the resolution process, events of default, indemnities, remedies, and recourse available to the respective parties.

Service Provider shall have contingency plans and skilled resources to provide core services, so that back-up arrangements necessary to operate and ensure business continuity and testing requirements.

IFCI shall have the right to conduct audit of the service provider (including its sub- contractors), whether by its internal or external auditors, or by agents appointed to act

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

IFCI shall have the Right to seek information from the service provider about the third parties (in the supply chain) engaged by the former.

Recognising the authority of regulators to perform inspection of the service provider and any of its sub-contractors. Service Provider shall allow RBI or person(s) authorised by it to access the IFCI's IT infrastructure, applications, data, documents, and other necessary information given to, stored or processed by the service provider and/ or its sub-contractors in relation and as applicable to the scope of the outsourcing arrangements.

Service Provider shall be contractually liable for the performance and risk management practices of its sub-contractors if any.

Obligation of the service provider to comply with directions issued by the RBI in relation to the activities outsourced to the service provider, through specific contractual terms and conditions specified by the IFCI.

Service Provider shall prior approval/ consent of the IFCI for use of sub-contractors by the service provider for all or part of an outsourced activity.

Termination rights of IFCI, including the ability to orderly transfer the proposed IT- outsourcing arrangement to another service provider, if necessary or desirable.

Obligation of the service provider to co-operate with the relevant authorities in case of insolvency / resolution of IFCI.

Service Provider shall have skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).

Service Provider shall have suitable back-to-back arrangements between service providers and the OEMs.

Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before start of contract.

IFCI at its sole discretion can terminate the contract at any time during the period of contract, If the service of the Service Provider is unsatisfactory and violates any of the terms and conditions stipulated in the agreement.

Service Provider shall ensure that safe removal/ destruction of data, information, hardware and all records (digital and physical), on completion of contract period or cancellation of contract at any time. However, service provider shall be legally obliged to cooperate fully with both the IFCI and new service provider(s) to ensure for smooth transition. Further, Service Provider shall ensure that the service provider is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulator/ concerned.

IFCI shall obtain the source codes for all critical applications from their vendors. Where obtaining of the source code is not possible, it shall put in place a source code escrow arrangement or other arrangements to adequately mitigate the risk of default by the vendor.

IFCI shall ensure that all product updates and programme fixes are included in the source code escrow arrangement.

IFCI shall obtain a certificate or a written confirmation from the application developer or vendor stating that the application is free of known vulnerabilities, malware, and any covert channels in the code. Such a

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

B. Cloud Services Management and Security Considerations

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

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

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

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

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

Robust Monitoring and Surveillance:

Service Provider maintains an information security policy framework commensurate with its exposures to vulnerabilities and threats.

Service Provider is able to maintain its information/ cyber security capability with respect to changes in vulnerabilities and threats, including those resulting from changes to information assets or its business environment.

The nature and frequency of testing of controls by the CSP in respect of the outsourced services is commensurate with the materiality of the services being outsourced by IFCI and the threat environment.

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

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

Vulnerability Management: Service Providers ensure to have a well-governed and structured approach to manage threats and vulnerabilities supported by requisite industry-specific threat intelligence capabilities.

Disaster Recovery & Cyber Resilience

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

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

The exit strategy and service level stipulations in the SLA shall factor in, inter alia,

- (i) agreed processes and turnaround times for returning the IFCI's service collaterals and data held by the Service Provider.
- (ii) data completeness and portability.
- (iii) Secure purge of IFCI's information from the Service Provider's environment.
- (iv) Smooth transition of services
- (v) Unambiguous definition of liabilities, damages, penalties and indemnities.

Monitoring the ongoing design of applications and service delivery technology stack that the exit plans should align with.

Contractually agreed exit / termination plans should specify how the cloud hosted service(s) and data will be moved out from the cloud with minimal impact on continuity of the IFCI's business, while maintaining integrity and security.

All records of transactions, customer and operational information, configuration data should be promptly taken over in a systematic manner from the Service Provider and purged at the Service Provider -end and independent assurance sought before signing off from the Service Provider.

Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before the start of contract.

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

Date:

Place:

[Signature]

(Name of Authorized Signatory)

Designation [Company Seal]

Annexure 15

Bid Security/ EMD

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

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

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

TREASURY DEPARTMENT IFCI Ltd.,
IFCI Tower, 61,
Nehru Place,
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