

Request for Proposal

For

**DISPATCH OF ANNUAL REPORT OF IFCI LTD FOR THE
FINANCIAL YEAR 2017-18**

IFCI Limited

RFP No: IFCI/CPD/E-Tender/2018-19-06

Mode of Tender - E-Bidding/E-tender

Last Date of Submission /Uploading of Bids

12.00 PM on 17/08/2018

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Introduction

The Industrial Finance Corporation of India (IFCI) 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. IFCI is a Government Company in accordance with Section 2(45) of Companies Act, 2013. The primary business of IFCI is to provide financial assistance to the manufacturing, services and infrastructure sectors. IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs.

Invitation for Tender Offers

IFCI invites e-bids from established and reputed Courier agencies for dispatch of Annual Reports (FY 2017-18), and Notice of Annual General Meeting of IFCI, to approx. 3 lakh (Plus/Minus 10%) shareholders across PAN India.

The Courier agencies qualifying the Pre-qualification criteria, shall be empanelled for a period of two years, for routine/daily courier operation.

Note: The vendor/bidders shall be referred as Service Provider in this document.

Key Events & Dates

Tender Notice No	IFCI/PPP/E-Tender/2018-19/06
Tender Fee	Nil
Bid Security / EMD	Rs.3,00,000/- by way of Demand Draft/Pay Order
Date of Issue	27/07 /2018
Last date for seeking clarifications, if any	03/08/2018, 10:00 AM
Date of Pre-Bid Meeting with the bidder	03/08/2018, 03:00 PM
Last date and time of submission of (Technical & Commercial)	17/08 /2018, 12:00 PM
Tender Document	The details can be downloaded free of cost from https://ifci.etenders.in (e-tendering portal) or our website https://www.ifcilttd.com/(Tenders - procurement-goods-and-services) .
Date and time of opening of Technical Bids	17/08/2018, 03:00 PM
Date and time of opening of Commercial Bids	20/08/2018, 03:00 PM
Name and address of the contact person for any clarification	<p>DGM (Procurement) IFCI Ltd., IFCI Tower, 7th Floor, 61, Nehru Place, New Delhi - 110019</p> <p>Desk No : 011-41732130 , Mobile No : 9810094438</p> <p>-----</p> <p>Manager (Procurement) IFCI Ltd., IFCI Tower, 7th Floor, 61, Nehru Place, New Delhi - 110019 Desk No :</p> <p>Desk No : 011-41732127 , Mobile No : 9990725657</p>
e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail rfpquery@ifcilttd.com

EMD in the form of Demand Draft/Banker's Cheque drawn in favour of "IFCI Ltd", payable at New Delhi to be submitted separately, at the above address either by hand or by post.

Bidder to ensure deposit of EMD at IFCI both before the final date and before the time of submission of bids ends. Bidder should have delivery services facility across India. Proof of network is required to be submitted physically along with the EMD.

DOWNLOADING OF TENDER DOCUMENT

The entire document has been web hosted at IFCI's website <https://www.ifcilttd.com> for view/ participation of the eligible bidders. Bidders fulfilling the eligibility criteria, if interested in participating in the bidding process, may download the tender documents and go through the terms and conditions before uploading the bids and should ensure timely submission/ uploading of bid as per terms of tender documents.

SECTION – A

Scope of Work

Scope of Work

Description of work:

To dispatch approximately 3 lakh copies of, IFCIs Annual reports - (2017-18) of IFCI, to IFCIs shareholders, within India.

All copies for dispatch of Annual reports, will have to be picked up from the Mumbai, as the printer selected for publication of IFCIs Annual reports is based at Mumbai. The details of printer's location are attached in **Annexure - 11**. Entire arrangements for dispatch, will be made by the courier agency.

Further, shareholder address details shall be provided in soft copy to the selected courier agency.

The annual reports should be dispatched to shareholders within two working days in metro cities and within three working days for rest other location as specified below. Also for, shareholders residing, outside the municipal limits, the Annual report should be delivered within 5 working days:

Shareholders Location Details (Within India) - Dispatch of Annual Reports					
S.no	Metro Location	Non - Metro Location			
		S.no	Location Name	S.no	Location Name
1	BANGLORE	1	AHMEDABAD	8	LUCKNOW
2	CHENNAI	2	BHOPAL	9	PANAJI(GOA)
3	DELHI	3	BHUBANESWAR	10	PATNA
4	NCR	4	CHANDIGARH	11	PUNE
5	KOLKATA	5	GUWAHATI	12	RAIPUR
6	MUMBAI	6	JAIPUR	13	VIJAYAWADA
7	HYDERABAD	7	KOCHI	14	Rest of India (Others)

The Courier agency, must ensure that suitable staff shall be deputed for this job.

The deputed staff, may also need to work on Saturdays/Sundays/Holidays, to ensure that the delivery of Annual reports to shareholders is made as per the stipulated timelines as mentioned above.

IFCI's Right to Vary Quantities at the time of Award

IFCI reserves the right at the time of award of Contract to vary the number of copies to be dispatched up to $\pm 10\%$ as specified, without any change in price or other terms and conditions.

SECTION – B

Eligibility Criteria

Minimum Eligibility Criteria

Agencies fulfilling pre-qualification criteria will be considered. The eligibility criteria for pre-qualification of bidder are as under:

SI/ No.	Clause	Documents required
A	The courier service provider could be company registered with Registrar of Companies and should be in business operation for the last five years.	Attach a Copy of Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association.
B	Company must be registered with appropriate authorities for all applicable statutory duties/taxes	Valid documentary proof of: <ul style="list-style-type: none"> • GST registration number • Income Tax registration/PAN number
C	The bidder should have Average Annual Turnover of at least Rs.5 crore in last 3 consecutive years ending March 31, 2018 and should have positive net worth as on 31st March, 2018.	CA Certificate / auditors certificate needs to be submitted.
D	The bidder should have its own website with on line tracking facility for tracking the delivery status of annual reports/consignments. Bidder should have office Mumbai to pick-up approximately 3 lakh copies of Annual Reports from printer in Mumbai.	The bidder should submit signed and scan copy of detailed profile of the Organization. A demonstration may also be provided at IFCI. Self-Declaration by authorised signatory of the bidder on company letterhead stating their Mumbai Office Address.
E	The Bidder/Tenderer should have sufficient man-power on its rolls so as to provide immediate, satisfactory and efficient courier services. The Bidder/Tenderer shall have e-mail setup in their offices/hubs to resolve the complaints/queries over e-mail. The Bidder should be able to provide 24X7 customer service helpline and support.	Self-Declaration in this regard by the authorized signatory of the Responder on company letterhead, as per annexure.
F	The Bidder/Tenderer should have rendered satisfactory courier services to at least two Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment and dispatched at least 1.50 lakh annual reports (in single assignment) to the shareholders in India, as a single order in any of the last three Financial Years i.e. 2015-16, 2016-17 & 2017-18. (To be used in case of a tie)	Copies of 2 such 'Work Order' received from the client, LoI, bills raised and payment proof thereof must be provided.
G	The Bidder must not have been blacklisted by any Govt. Department / Undertaking in last three years starting from 2015-16 .	Self-Declaration in this regard by the authorized signatory of the Responder on company letter head.
<p>Note: -Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.</p>		

SECTION – C
BID SUBMISSION & EVALUATION GUIDELINES

BID SUBMISSION & EVALUATION GUIDELINES

RFP document submission is required to be done as under: -

The Tender documents (Receipt, Technical Bid & Commercial Bid) should be submitted online on e-Tendering portal on line <https://ifci.etenders.in> . However, **EMD in original to be submitted in the manner and mode as specified along with a covering letter of the bidder.**

Bidder to ensure deposit of EMD at IFCI both before the final date and before the time of submission of bids ends. Bidder should have delivery services facility across India. Proof of network is required to be **submitted physically along with the EMD.**

Bid Submission

Bidders who wish to participate in this tender will have to register on line <https://ifci.etenders.in>. To participate in the e-tendering process, bidders will have to procure a Digital Signature Certificate (Type-II or Type-III from the list of supporting E Tokens given on the same website) as per information Technology Act-2000 by the use of which they can sign their electronic bids. Bidders can also procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency etc.

Bidders who already have a valid Digital Certificate (from the list of supporting E Tokens given on the same website) do not need to procure a new Digital Certificate. **The bidders are requested to read carefully the user manual available on website <https://ifci.etenders.in> before initiating the process of E-Tendering.**

Bidder shall submit their offers online in an electronic format both for “Technical” and “Commercial bid”.

1. Before electronically submitting the tenders, it should be ensured that all the documents and annexures being uploaded are self-certified/ signed by the bidders.
2. On-line submission of bids: The online bids will have to be digitally signed and submitted within the time specified on website **<https://ifci.etenders.in>** in the following manner: -

Technical Bid

Technical bid response must comply with the annexures provided and all the compliances stated in the pre-qualification criteria.

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

Commercial Bid

The rates as given in the schedule to be quoted in figures and the rates must be exclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

1. Technical bid would be considered only on receipt of EMD prior to opening of bids. Thus the onus of Proof of having submitted EMD well before the final date/ time lies with the bidder.
2. Only one bid would be considered from one firm/Company for online e-Tendering.
3. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

All prospective bidders will be notified of the amendment which will be final and binding on all the bidders via notification of the *e-tendering portal and IFCI Website only*.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission of Bids. 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 is liable to be rejected
- Bids submitted by Fax or E-mail or any form other than mentioned above will NOT be acceptable and liable for rejection by IFCI
- The evaluation of the bid will only be based on the documents uploaded online on e-Tendering portal <https://ifci.etenders.in>
- The Tender evaluation committee for the evaluation of the RFP response reserves the right to relax the evaluation criteria.

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

In the first stage, only TECHNICAL BID will be opened and evaluated for the bidders qualifying the eligibility criteria. Those bidders who satisfy the technical requirements as determined by IFCI, shall qualify for the COMMERCIAL 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 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 commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Decision of the Tender Evaluation Committee would be final and binding upon the Bidders. IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.

In order to assist in the examination, any time during the process of evaluation, the tender evaluation Committee may at its discretion seek specific clarification/s from a bidder or all

bidder's regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be permitted.

The Tender evaluation committee constituted for the purpose, may waive any 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.

The firms registered as micro/ small enterprise with MSME and NSIC under its single point registration scheme are exempted from furnishing bid security, provided they are registered for the items they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

IFCI takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier etc.

- Bidders willing to submit revised bids may do so before the closing date by uploading revised bid.
- Bidder or their authorised representative may remain present at the time of opening of bid. The authorised representative should carry the authorisation letter of the bidder in this regard.
- Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

Evaluation of Technical Bids

IFCI will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified), and at the place specified in the Tender. The Bidders' representatives, who are present, shall sign a register evidencing their attendance, if so required by the Purchaser / Consultant.

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

Price Evaluation Criteria

Bidders should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes, duties, levies, insurance, transportation etc., applicable excluding service tax for entire scope of work as per Price bid format included of this tender document.

Commercial Evaluation of the technically eligible bids, shall thereafter be done on L-1 basis.

Bids shall be evaluated on the basis of the total evaluated value as per the quoted rates for the services mentioned in Scope of Work.

The total evaluated price as per the evaluation methodology mentioned in this tender document will be the basis for the final evaluation purposes and for arriving at inter-se ranking of the various bidders of the tender. In case of tie, the bidder who has executed higher number of order for dispatch of annual reports of order value at **lease Rs.1.50** Lakh shall be preferred.

Exclusivity

IFCI will choose one (1) successful proposer only to provide these services.

SECTION – D

Instruction to BIDDERS

Clarification of Tender Document

The prospective Bidders requiring any clarification of the Tender Document may notify **IFCI** in writing or by e-mail as specified in RFP.

Amendment of Tender Document

At any time prior to the last date for receipt of bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the Tender Document by an amendment. The amendment will be notified in writing/ published on the IFCI's website. In order to afford prospective Bidders reasonable time in which to take amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

Bank Guarantee for Contract Performance

Within 7 days of the receipt of notification of award from IFCI, the successful Bidder shall furnish a bank guarantee for 10% of the total contract value so awarded issued by a scheduled commercial bank in favour of IFCI Ltd or in the form of Demand Draft issued in favour of "IFCI Ltd."

- Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security
- Bank Guarantee Amount shall be 10% of the contract value so awarded.
- In case of exigency, if IFCI gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.
- The **Bank Guarantee will be valid for six months.**

Performance Security

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

In the event the firm being 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. No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

Discharge of EMD

EMD furnished by all unsuccessful tenderers should be returned to them without any interest whatsoever, at the earliest but not later than 30 days after conclusion of the tender process.

Forfeiture of EMD:

The EMD may be forfeited in happening of any one of the following events/circumstances.

1. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
2. If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
3. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalization. The decision of IFCI regarding forfeiture of the Bid Security shall be final and binding upon bidders.
4. If during the bid process, any information is found false/fraudulent/mala fide, then IFCI shall reject the bid and, if necessary, initiate action.

Completeness of Response

Bidders 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 the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's own risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

Validity of the Tender

The Bid shall be valid for a minimum period of 90 days from the last date of OPENING OF Financial bids submission as indicated. Bidder should submit an undertaking in this regard. The Undertaking should be as part of the Technical Bid.

In exceptions circumstances IFCI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

Language

The Bidder 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. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract, will be in English.

Transfer of Bid Document/ Award

Transfer of Bids submitted by one Bidder of Award 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 Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

Rectification of Errors

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

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

Signing of Contract

The successful bidder shall enter into contract agreement with IFCI within the time frame mentioned in the award letter failing which the award of contract may be nullified by IFCI and EMD may be forfeited.

Rejection of Bid

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

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.
- Bids submitted without or with improper EMD.
- 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 effort on the part of a Bidder/any of the partners to influence the bid evaluation, bid comparison or contract award decisions.

- 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 commercial details.

- Revelation of Prices in any form or by any reason before opening the Commercial 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.
- Bidders 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.

Commercial Rejection Criteria

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

Confidentiality of the Document

This Tender Document is confidential and IFCI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

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 approvals of IFCI. If the Bidder leaks any such information to any third party (Web/Mail), IFCI holds the right to take criminal action, such action as may be necessary.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with IFCI. However, IFCI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

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

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 the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

A bid determined by IFCI as not substantially responsive will be rejected. However, 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.

Price Basis

Prices quoted by the Bidder shall be considered as firm and fixed prices during the entire execution of the contract and not subject to variation on any account.

SECTION – E (Standard Conditions)

Modification and 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 by the Bidder in the Bid.

Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

Clarification of bids

During evaluation of Bids, IFCI, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

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, waive any minor infirmity, 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.
- Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. IFCI's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. IFCI would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site/s of the bidder, witness demos, bidder's presentation, verify functionalities / response times etc.
- If a Bid is not substantially responsive, on technical parameters, IFCI if deemed fit, at its own discretion may ask bidder to submit the documents re-furnished to make the bid substantially responsive.
- The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

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 and the forfeiture of the bid security in which event IFCI may make the award to any other bidder at the discretion of the purchaser or call for new bids.

Micro & Small Enterprises

The following facilities are extended to Micro & Small Scale units registered with National Small Industries Corporation & to be mentioned in tender documents as & where required:-

- Issue of Tender Sets free of Cost.
- Exemption from Payment of Earnest Money.
- Waiver of Security Deposit up to the monetary limit for which the unit is registered;

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or 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 are registered with any of the aforesaid agencies.

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.

Award of Contract & Empanelment

Before the expiry of the period of validity of the proposal, IFCI shall notify the **L1** Bidder in writing by registered letter/ e-mail or by fax, 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.

In case L1 Vendor fails to execute the order, IFCI retains the right to further negotiate terms with subsequent bidders according to their ranking.

Further the bidders fulfilling the eligibility criteria would qualify for empanelment with IFCI, for its day to day operations and such rate would be decided on best bid basis, for a period of 2 year and the performance would be reviewed annually. The empanelment, shall be initially for a period of 2 years (including successful completion of trial period of 3 months) or less as decided by IFCI Ltd. The tenure may thereafter be extended for a period of one year at a time on observation of satisfactory performance and other aspects/ considerations, as determined by IFCI, at its sole discretion.

Commencement of Work

The selected contractor shall commence the work as per the time indicated in the Letter of Intent/Work Order from IFCI and shall proceed with the same with due expedition without delay.

If the Bidder /selected contractor fails to start the work within stipulated time as per LOI/Work Order or as intimated by IFCI at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with IFCI will stand forfeited without any further reference to him and without prejudice to any and all of IFCI's other rights in this regard. All the work shall be carried out under the direction and to the satisfaction of IFCI.

If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IFCI may at their discretion, cancel such tender. If a partner of a firm expires

after the submission of tender or after the acceptance of the tender, IFCI may then cancel such tender at their discretion, unless the firm retains its character.

Terms of Payment

- All payments shall be released directly by IFCI to the Bidder except against Original Physical invoice raised.
- All the payments mentioned above shall be made by IFCI based on the certification by the IFCI of the satisfactory services provided by the bidder for which IFCI may do a random sampling survey of upto 3% of populations.
- Payment shall be made within 60 days, subject to satisfactory completion of work and on receipt of bills, for dispatching of Annual Report of IFCI Ltd for the financial year 2017-18.
- The requisite details to release payment through E-banking will be asked for from the successful bidder at the time of award of contract.

Supplemental 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.

Addressing

All completed bid documents and inquiries regarding clarification/interpretation in connection with this Bid should be sent at the address as mentioned.

Insurance

The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948, wherever applicable, shall be taken by the selected vendor. The selected courier service provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. IFCI shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on IFCI, the same shall be reimbursed/indemnified by the selected vendor.

Termination Clause

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

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected vendor, or the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination : IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
 - the Bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
 - it is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
 - If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
 - for any reason whatsoever, the selected vendor becomes disentitled in law to perform his obligations under this agreement.
 - The bidder is involved in wrongful billing. In addition hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of IFCI.

IFCI reserves the right to terminate the contract without assigning any reason giving one month notice to the bidder.

Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty warning may be issued to the bidder for minor deficiencies on its part.

In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the IFCI, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI.

Waiver of Minor Irregularities

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

Unsatisfactory Performance

The Parties herein agree that IFCI shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and IFCI , without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of IFCI . The Bidder covenants to be bound by the decision of IFCI without any demure in such an eventuality.

Any other Information

In addition to the information desired in the terms and conditions as well as in the technical bid, the Bidder may provide any other information/description like features, performance Figures specified/indicated along with supporting documents/calculations/paper quality used.

Force Majeure

IFCI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the selected courier service provider'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 an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a) That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.

d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

Patents, Successful Bidder's Liability & Compliance of Regulations

Successful Bidder shall protect and fully indemnify IFCI from any claims for infringement of patents, copyright, trademark or the like. Successful Bidder shall also protect and fully indemnify the IFCI from any claims from successful Bidder's workmen/employees, their heirs, dependence, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order. Successful Bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely IFCI from any claims/penalties arising out of any infringements.

Security Deposit/ Bank Guarantee

Upon acceptance of Tender, the successful Bidder is required to deposit an amount of Rs. 300,000/- (Rupees three lakh only) as Security Deposit.

The security Deposit should be furnished before commencement of the work by the contractor. Security Deposit may be furnished in any one of the following forms:-

- Pay Order/Demand Draft drawn on any Nationalized/ Scheduled Banks in favour of IFCI Ltd.
- Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Security Deposit shall not carry any interest.
- The validity of Bank Guarantees towards Security Deposit shall be up to the completion period as stipulated in the Letter of Intent/Work Order (or 6 months whichever is later) and the same shall be kept valid till the acceptance of Final Bills of the Contractor, by IFCI.
- IFCI reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the

contractual obligations or in the event of termination of contract as per terms and conditions of contracts with IFCI.

- All Bank Guarantees shall be issued by scheduled commercial Banks in India and shall be irrevocable and enforceable in India.
- IFCI will have the absolute right to en-cash Bank Guarantees if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.

Return of Security Deposit

Security Deposit/Bank Guarantee shall be released to the Contractor after deducting all expenses /other amounts due to IFCI, if any, after completion of the contract i.e. 6 months plus three months.

Merger/ Acquisition of Bidder

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

Delays in the Bidder's Performance

Delivery of the Annual report copies (both ordinary & deluxe) shall be made by the Bidder in accordance with the time schedule specified/agreed by the Purchaser..

An un-excused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the goods and 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 are overloaded and 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, in which case the extension shall be ratified by the parties by amendment of the Contract, however.

Liquidated Damages and Penalties

If the Selected Vendor fails to deliver or perform the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to .5% per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Solution or unperformed services for each week or part thereof of delay, until actual delivery or performance.

In the event, the successful bidder not meeting the work awarded under the tender within the stipulated time, then IFCI would be free to use the services of any other entity/ person and recover the difference in such services and additional expenses incurred by IFCI from the successful bidder.

In addition to the cancellation of purchase contract, IFCI reserves the right to appropriate the damages through encashment of the EMD/Bid Security given by the Bidder, in whole or in part, without notice to the Vendor in the event of breach of this Agreement or for recovery of liquidated damages

Rectification of Errors

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

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

Contacting IFCI

Contact by Writing

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

Rejection of Bid

Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award, same may result in rejection of Bidders bid.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with IFCI. However, IFCI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

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

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 the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

The Purchaser 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.

Should a Bidder have a relation or relations employed in the capacity of an officer of IFCI, the authorizing authority inviting bid shall be informed of the fact along with the bid, failing which IFCI, at its sole discretion, may reject the bid or cancel the contract and forfeit the Earnest Money.

If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IFCI may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IFCI may then cancel such tender at their discretion, unless the firm retains its character.

Confidentiality of Information

This document contains information confidential and proprietary to IFCI. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of IFCI, affiliates, and/or business partners. Disclosure of receipt of any part of the afore mentioned 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.

Miscellaneous Conditions

- Selected bidder shall in no case lease/transfer/sublet/appoint sub-contractor or care taker to render the services under the Contract.
- No other person except Selected bidder's authorized representative shall be allowed to enter IFCI's premises.
- Within IFCI premises, the Selected bidder's personnel shall not do any private work other than their normal duties.
- Selected bidder shall be directly responsible for any/all disputes arising between him and his personnel and keep IFCI indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- The personnel engaged by the Selected bidder are subject to security check by the IFCI Security Staff at any time and the Selected vendor shall ensure their presence for the said purposes.
- Selected bidder shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. IFCI shall have no liability whatsoever in this regard and the Selected vendor shall indemnify IFCI against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- Selected bidder shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- All consumable and material used by the selected bidder shall be of standard make and approval of the authorized representative of IFCI shall be taken for the same.

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Vendor on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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 Vendor with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder 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.