

Request for Proposal

For

**Annual Rental Contract for Hiring Of Taxi on Monthly Basis / Call Basis
& Empanelment of Transporters**

IFCI Limited

RFP No: IFCI/CPD-Services /2019-20/29

Mode of Tender - Open

To be submitted before

12.00 Noon on 17/05/2019

Addressed To

Deputy General Manager (Centralized Procurements)

IFCI Limited, IFCI Tower, 61 Nehru Place,

New Delhi - 110019.

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CHAPTER – 1

Introduction

The Industrial Finance Corporation of India (IFCI Ltd.) 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 of India Undertaking under the aegis of the Dept of Financial Services, Ministry of Finance, GOI, primarily a Non Deposit Taking 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.

Invitation for Tender Offers

IFCI invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed transport agencies for hiring taxi (Air conditioned only) for use within and outside the NCT of Delhi on monthly as well as KM/Hour/day hiring on need basis at IFCI Tower, 61-Nehru Place, New Delhi for one year. IFCI also desires to empanel transport agencies for a period of 3 years.

Key Events & Dates

Tender Notice No	IFCI/CPD-Services-/2019-20/29
Bid Security / EMD	Rs.30,000/- (Rupees Thirty thousand only)
Date of Issue	25/04/2019
Last date for seeking clarifications, if any	30/04/2019, 11:00 AM
Date of Pre-Bid Meeting with the bidder	02/05/2019, 03:00 PM
Last date and time of submission of (Technical & Commercial)	17/05/2019, 12:00 Noon
Date and time of opening of Technical Bids	17/05/2019, 2:30 PM
Date and time of opening of Commercial Bids	21/05/2019, 02:30 PM
Address of Communication and Pre Bid Meeting	IFCI Tower, 61 Nehru Place, New Delhi - 110019
Name of the contact person for any clarification	Shri P.C. Godyal Contact: 011-41732000/2103
e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail rfpquery@ifcilttd.com
Validity of Proposal	(90) Ninety days from the date of opening of Financial Bid.

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

CHAPTER - 2

Instructions to Bidders

- The Bidder may download Tender Document along-with terms and conditions from IFCI website www.ifcilt.com. Bidder must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by IFCI.
- Bidders shall submit their offers by hand, speed post, courier in the prescribed format both for "Technical" and "Financial bid". Bidders will have to submit Earnest Money Deposit (EMD) along with bid, in the form of Demand Draft/Pay Order (PO) in original in the office of The Deputy General Manager (CPD), IFCI Ltd., IFCI Tower, 13th Floor, 61 Nehru Place, New Delhi -110019.
- The envelope must be super-scribed on top of with '**Application for Annual Rental Contract for Hiring of Taxi on Monthly Basis /Call Basis**'.
- **Technical Bid: :-**
 - The bidder will have to deposit EMD Rs.30,000/- (Rupees Thirty Thousand Only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "IFCI Ltd." payable at New Delhi alongwith "Technical Bid" in the office of Dy. General Manager (CPD), IFCI Ltd., IFCI Tower, 13th Floor, 61 Nehru Place, New Delhi - 110019. Otherwise the bid will not be considered.
 - The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre- qualification of bidders. Only relevant and to the point information/document should be submitted. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats i.e. all Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by the authorized representative along with date as token of acceptance of the terms & conditions of tender and uploaded.
- **Financial Bid:-** This envelope shall consist of financial format/schedules. The rates as given in the schedule shall quote 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.
- Proof for submitting cost of tender document and EMD are essential with technical bid otherwise bid in electronic form will not be considered.
- Submission of more than one bid is not allowed.
- IFCI reserves the right to reject any or all the offers without assigning any reasons thereof.
- The tender shall be submitted in two separate sealed covers, duly completed in all respects viz. one for "earnest money and technical bid" and the second for "Financial Bid (Price)".

CHAPTER - 3

Eligibility Criteria

- i. The Bidder should be able to provide Car driven on specified fuel in accordance with the directives/guidelines issued from time to time by Courts/State Govt./Govt. of India/NGT or any other statutory Agencies.
- ii. The Bidder should have an average annual turnover of at least Rs.10 lakh during each of three consecutive financial years starting from **2016-17**; (Self attested copies of Financial Statements to be enclosed); and the Vendor should have at least 5 Nos. of DLY taxis registered in his name.
- iii. The Bidder shall provide all details required in the **-Annexure**, along with the attested copies of the supporting documents.
- iv. The Bidder/Travel Agency should have valid GST Registration for Delhi-NCR.
- v. The Bidder/Travel Agency should have adequate / quantified experience of minimum 3 years for providing commercial cars and having existing tie-up with the Govt./PSUs/Corporate(s)/MNC's for providing Commercial Cars satisfactorily on Monthly / Daily hiring basis. The copies of minimum three tie up in previous 3 years should be submitted.
- vi. The Bidder/Travel Agency should have a least one office in Delhi or NCR with basic infrastructure.
- vii. The Bidder/Travel Agency should be able to supply commercial cars registered not earlier than 2016 in the case of daily hiring cars and for monthly hiring cars along with terms & conditions of tender

The Bidder shall not be eligible if any of the above criteria's are not fulfilled.

IFCI reserves the rights to modify or amend the eligibility criteria. IFCI's decision will be final & binding in this regard)

CHAPTER – 4

Scope of Work

IFCI at its Head Office, Nehru Place, New Delhi invites Bids from car hiring agencies /companies for the purpose of providing approximately 3 Registered A.C. taxi(s) Dzire (CNG/Petrol ,with Model 2016 or later on hire for use by IFCI(s) executives at its Head Office , New Delhi on monthly hiring basis, for a period of 12 months (1 year). Normally, the vehicle will be required on all working days from Monday to Saturday. However, the services sometimes may also be required on all seven days in a week and also on national holidays.

IFCI would be free to use the hired car in any manner for carrying officials, office equipment etc. as per its requirements and the bidder will not have any objection to it. The car shall be provided at places, intimated to the Contractor for travel within or outside Delhi on monthly basis.

In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide upgraded model at the same rates with prior consent of IFCI LTD.

IFCI Ltd. reserves the right to detain a particular hired monthly taxi-car for duty beyond the normal stipulated hours on any particular day without giving any prior notice to the concerned Transporter(s). The reporting time, place, address etc. should be strictly followed by contractor.

Further Car models viz Honda City, Maruti Ciaz, Honda Amaze, Toyota Corolla Altis and Innova, etc. may also be required by IFCI Executives on need basis.

The number of cars required by IFCI as mentioned above is the approximate number and IFCI, at its absolute discretion may increase or reduce the number of cars at any time as per the actual requirement of IFCI.

The vehicle and driver provided to IFCI shall not be changed except under compelling circumstances and after prior consent of the IFCI.

CHAPTER – 5

Terms & Conditions

For

**Annual Rental Contract for Hiring Of Taxi on Monthly Basis /
Call Basis & Empanelment of Transporters**

RFP No: IFCI/CPD-Services /2019-20/29

IFCI Limited

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.

Clarification of Tender Document

The prospective Bidders requiring any clarification regarding Tender Document may sent by e-mail @ rfpquery@ifcilttd.com as per the schedule of dates given in the tender.

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.

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.

Validity of the Tender

The Bid shall be valid for a maximum period of 90 days from the last date of Opening of Tender.

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.

Canvassing in any form will be viewed seriously and if any bidder is found to be resorting to such practice, their bid shall be rejected. In case, no bid or single bid is received, the bid will get extended at the discretion of IFCI.

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.

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.

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 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 evidences of cartelisation.
 - Bids received by IFCI after the last date prescribed for receipt of bids.
 - Bids without signature of person (s) duly authorized on required pages of the bid.
 - Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.
- Bids submitted without or with improper EMD.

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 approval of IFCI. If the Bidder leaks any such information to any third party (Web/Mail), IFCI holds the right to take 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 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.

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.

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.

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.

The prospective Bidders requiring any clarification regarding Tender Document may sent by e-mail @ rfpquery@ifcilttd.com as per the schedule of dates given in the tender.

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 IFCI or call for new bids.

Award of Contract

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.

If L1 Vendor fails to execute the order, IFCI will be free to award the contract to L2 Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.

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.

Commencement of Work

The successful bidder shall commence the work within 5 days from date of awarding the contract, and shall proceed with the same with due expedition without delay.

If the Bidder /selected printer 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 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.

Terms of Payment

All payments shall be released directly by IFCI to the Bidder except as otherwise provided in the tender. All payments by IFCI will be affected in Indian Rupees only. Deductions towards liquidated damages shall be made against payment due to the vendor.

The monthly payment of bills is submitted with following details:-

- Details of Bill on the letter head with RTGS/NEFT Details
- Original copies of Log-book for respective month
- Copies of parking/toll taxes receipts
- Summary of duty/running of each cab/taxi (with time & distance)
- The Kms. will be calculated on cumulative basis at the end of the month strictly on the basis of Log Book maintained for this purpose.

IFCI will have to absolute right to encash Bank Guarantee if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.

Note: -

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST Invoice /Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return n GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of IFCI on GSTN portal.
- 3) TDS/TCD shall be deducted at the prescribed rate, if any (as the case may be).
- 4) IFCI can adjust / forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to SNL on account of supplier's default.
- 5) In case IFCI has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

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.

Addressing

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

Insurance

The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the selected printer. The selected printer 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 printer.

Termination Clause

IFCI at its absolute discretion, reserves its right to terminate the 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 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 printer, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination: IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
 - the Bidder is adjudicated insolvent by a Competent Court or files for insolvency 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 printer 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 seven days' 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.

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

- a) That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the 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.

However, 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, dependance, 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.

Earnest Money Deposit (EMD)

Document to be enclosed:

Earnest Money of Rs.30,000/ by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "IFCI Limited" payable at Delhi, is required to be submitted in a sealed envelope (off line mode).

Following information should be marked on the face of the sealed envelope.

Name of Party.....

Tender No.....

Earnest Money Amount Issuing Bank..... Date.....

EMD must be submitted in a sealed envelope addressed to

Dy. General Manager (CPD)
IFCI Limited, IFCI Tower
13th Floor, 61 Nehru Place
New Delhi-110 019
Tel.: 011-26487444/41732000

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.
- No interest or any other expenses, whatsoever in regard to EMD will be payable by IFCI.
- The Micro Small and Medium Enterprise (MSME) units shall be exempted from submission of EMD. Bids of MSME should be accompanied by valid certification from MSME.
- Technical Bids be opened on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.
- EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. IFCI shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of Bid. IFCI reserves the right to extend the deadline for submission of bids.
- 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.

Discharge of Bid Security / EMD

Upon the successful signing of the agreement, IFCI shall promptly request the Bidder, to provide performance guarantee. On receipt of the performance guarantee, the bid security of all bidders will be released.

EMD to be forfeited:

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 jeopardize 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.

Performance Security / Bank Guarantee

The vendor 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, BG format attached as Annexure.

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 upon being satisfied for the performance of the obligations of selected bidder under the contract.

Failing 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 competent authority, IFCI shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

In the event the selected bidder is unable to provide the goods/services as mentioned in this scope of Work, 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 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 subject to satisfactory completion of the work.

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

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 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

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

The concerned Transporter(s) shall ensure that the contracted taxi-cars, etc. deployed on hire to IFCI are in excellent working condition, engine-wise as well as appearance-wise. The taxi-cars offered shall have the following essential features:-

- Odometer/Speedometer in proper working condition.
- Good quality fabric seat (upholstery) & A.C. in working condition.
- Should conform to the statutory safety and pollution norms.

The concerned Transporter(s) shall further ensure that no such driver is under the influence of alcohol or any intoxicating drugs while on duty with the IFCI officials/ guests. All the drivers should possess proper driving licence and follows instructions traffic rules. It shall be the responsibility of the Contractor that the driver possesses proper Driving Licence and are fully trained to drive the taxi-car. All the driver(s) should be well versed with Delhi/ NCR area.

- The Bidder/Contractor shall provide well-behaved drivers having knowledge of different routes as well as repair of cars and valid driving license and also report for duty in proper uniforms.
- The Bidder shall be responsible for providing a suitable replacement immediately if the car breaks down or is sent to workshop for maintenance.
- Journeys to satellite/NCR towns like Ghaziabad, Gurgaon, Sonapat, Faridabad, Noida and Greater Noida shall be treated as Local Duty.
- The Bidder shall maintain the duty slip/log book (for hiring of cars on monthly basis) as per proforma approved by IFCI LTD. for every trip/requisition separately. The duty slip should invariably have the signatures of the users, who would also indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user.
- The drivers shall not be entitled to any scheduled and/or fixed breaks for lunch, tea, dinner or any other refreshments. In other words, for such purposes, the drivers shall have to manage from within the time available in between any particular two journeys without causing inconvenience of any kind to the officer(s) concerned. Also, no mileage (extra) shall be allowed to the drivers for such purposes.
- In the following events Bidder/Travel Agency shall be bound to provide alternate Car.
 - i) IFCI/User not satisfied with the maintenance or cleanliness or functioning of the Car.
 - ii) misbehaviour by the driver or any other deficiency noticed in the working/services on the part of the driver
- IFCI Ltd. shall have the absolute right not to accept a particular driver without assigning any reason, whatsoever, to the concerned Transporter(s). The concerned Transporter(s) on its/their part(s) shall be responsible to replace such a driver at once.

- In case of any breakdown of a particular taxi-car deployed on hire to any of the concerned officer (s) during the course of a particular journey, the concerned Transporter shall bear the actual cost incurred by the above mentioned officers to complete that particular journey by alternative means of equivalent standard. The concerned Transporter shall also be responsible to provide replacement of such broken-down taxi-car at once say within 30 minutes.
- The Bidder shall ensure proper conduct of Drivers while on duty and enforce prohibition of consumption of alcoholic drinks / drugs, chewing of Paan or Gutka / smoking / listening of music and use of Mobile Phone while driving
- Bidder(s) shall be fully responsible in case of any violation of traffic rule(s) by the drivers of the taxi-cars deployed on hire with IFCI as also in the event of any loss, damage or accident involving such taxi-cars, IFCI shall have no liability, whatsoever, in this regard. IFCI and its users shall not be responsible for any injury/ death caused to the driver in the event of any accident. It will be the responsibility of the Transporter to compensate as per law. The transporter shall be bound to render complete indemnity to IFCI and its users against any liability, criminal or civil arising on account of hiring taxi-cars by IFCI.
- The Bidder shall be solely responsible for compliance with the provisions of all present & future central and state laws, various taxes (Income tax, sales tax, service tax, etc.), Labour and industrial laws, such as minimum wages, compensation, EPF, Bonus, Gratuity, etc. relating to persons deployed for providing services to IFCI. In case IFCI is legally made liable for any statutory or other payments the same will be recovered from the compensation or the contract amount payable to the contractor by the IFCI.
- Late duty charges (after 11.00 pm to 5 am) shall be @ Rs.150/- fixed.
- Bidder shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance 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 Bidder/Travel Agency shall indemnify IFCI against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
- The Bidder should keep a copy of the relevant RC Book, TAX Disc., insurance policy etc., in the car. IFCI shall be indemnified by the Bidder/Travel Agency against all actions, claims, suits etc., for non-compliance of laws.
- The Drivers engaged by the bidder will be the employees of the bidder and neither the bidder nor any of their Drivers shall have any right to claim any employment in IFCI.
- The concerned Transporter(s) shall be fully responsible for any loss, damage or injury to any person, their belongings being transported by the taxi-cars deployed on hire.
- The concerned Transporter(s) shall ensure that each and every taxi-car, etc. deployed on hire with IFCI is covered by an appropriate comprehensive insurance policy.
- In case, the Transporter fails to deploy the actual number of monthly taxi-cars required by IFCI on a particular day/occasion, IFCI shall be free to make alternate arrangements of equivalent standard from other sources. The entire and actual cost incurred by IFCI on making such alternate arrangements shall be fully borne by the defaulting Transporter without any reference to the hire charges applicable under the contract with him.
- A duly nominated senior representative of the Vendor should be available on a designated telephone to respond to calls from the IFCI. The mobile number of the

designated senior representative(s) shall also be provided at the time of the signing of the contract.

- Outstation duty as and when required will be included in the monthly kms and hours. TA/DA etc. to the drivers during outstation duty will be paid. The bills raised by the bidder should have all tax registration numbers printed on the bills.
- The concerned Transporter(s) shall ensure that proper account of each and every journey made by the taxi-cars, etc. deployed on hire with IFCI, is maintained by the respective drivers and is submitted to the authorised officer of IFCI at the end of the month or as per the instruction of authorised officer.

CHAPTER – 6

ANNEXURES

RFP No: IFCI/CPD-Services /2019-20/29

**IFCI Limited, IFCI Tower, 61 Nehru Place,
New Delhi - 110019.**

Offer Forwarding Letter /Tender Submission Letter
(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

Tender No: -----

Dated:

To,

IFCI Limited
IFCI Tower
61 Nehru Place
New Delhi -110 019

Dear Sir,

Sub: Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by IFCI Limited,, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IFCI.
2. Notice Inviting Tender (NIT)/ (Technical Bid)
3. Financial Bid
4. Documents referred to in tender document
5. Forms and Procedures

Should our Offer be accepted by IFCI for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by IFCI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the Annexures annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

I/We certified that all the dues of personnel deployed at IFCI Site, for the said contract, have been undertaken by us, in accordance with the latest minimum rates of wages, as fixed by the State Govt. / Delhi Administration wages act/ state regulation order. All the statutory obligations/requirements have been complied with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and IFCI will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

I/We certify that in case the Tender is awarded to us, we undertake the responsibility for police verification of each and every person deployed by us at IFCI.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal Date:

Tender Acceptance Letter

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

To

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

Dear Sir/Madam,

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No: _____

**Name of Tender / Work: Annual Rental Contract for Hiring Of Taxi on Monthly Basis
/ Call Basis & Empanelment of Transporters**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) www.ifcilttd.com as per advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We hereby declare that our Company/Organisation has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three year.
6. Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her during a period of last three year.
7. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/

organization shall without giving any notice or reason therefore or summarily reject the 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.

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

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

10. We hereby confirm that 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.

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

12. We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable), and acceptance to Reverse bidding process.

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

Date:
Place:

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

Bidders General Information

Sub : Hiring of Taxis on monthly basis and or on call basis by IFCI
(for a period of 1 year).

1	Name of the Firm / Company			
2	Year of Registration/Incorporation (under Delhi Shop and Establishment Act 1954)			
3.	Address of the Firm / Company.			
4.	(i) Telephone No (Land line) (ii) Mobile No. (iii) FAX No. (iv) E-mail address	Office: Residence:		
5.	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.		
6.	Annual Turnover for any three consecutive years out of (Self certified Financial Statements)	2016-17	2017-18	2018-19
7.	GST No. (Attested Copy to be attached) of the Bidder			
8.	PAN No. (Attested Copy to be attached)			
9	Whether MSME (Attach valid MSME certificate)			
10.	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> • Name of the Bank • Branch and address • IFSC Code (Copy of recent Bank Statement to be attached)			
11.	Total No of vehicles registered with the Bidder /Company (Enclose copies of RCs of DLY vehicles) RCs of Five Dzire, three Honda City, Two Innova and two Toyota Corolla Altis.			
12.	Total No of Drivers with the Bidder / Company			
13.	Name & Address of the Organizations / PSUs/MSCs where vehicles of the bidder have been engaged on	As per Annexure IIA		

	regular/ monthly basis during the past three financial years (Please attach copies of contract/ satisfactory certificate from the concerned organizations)	
--	--	--

Note: *Parking and toll charges (which will be reimbursed on actuals on monthly basis)*

No other charges will be paid extra. It shall be the responsibility of the Vendor to meet all other costs applicable during the period of the contract.

1. I/We undertake that documents are genuine / authentic and nothing material has been concealed and that I/we are not debarred by any Government organization and are competent to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.
2. It is also certified that our firm has not been blacklisted by any Central Government Ministries/Departments/PSUs/Banks etc.
3. I/We have not been convicted by a Court on grounds of Moral Turpitude.
4. I/We have not been chargesheeted by any Competent Authority of the Government.
5. I/We have not been adjudicated insolvent by a Competent Court.
6. I/We have no relative/ relatives in the employment of IFCI Ltd.

Date:

Place:

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Nature of Works / Contracts executed

		Duration of Service		
		From	To	
Name & Address of the Organizations / PSUs/MSCs where vehicles of the bidder have been engaged on regular/ monthly basis during the past three financial years <i>(Please attach copies of contract/ satisfactory certificate from the concerned organizations)</i>	Work order dated (attested copy attached)			Number of Vehicles

(Note: PI provide a minimum of 3 such works)

(Fill up the above table & Enclose legible copies of the supporting documents)

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal

PROFORMA FOR FINANCIAL BID**Part I: Maruti Dzire (Petrol/Diesel/CNG) – Monthly Rentals (for 3 vehicles)**

Sl.No.	Description	Rates (Figures and Words)
I	Maruti Dzire (Petrol/Diesel/CNG)	
1.	Base Rate (for 1800 kms)/ 30 days in Rs./month/ 300 hours a month	Rs.----- /-In words (Rupees
2	Charges for extra KM/extra hour Beyond 1800 KM and 300 hours.	(A) Rs. /per KM In words (Rupees per km) (B) Rs. /per hour In words (Rupees per hour)
3.	Late Duty (after 11 PM & before 5 AM)	@ Rs.150/-

Starting point & finishing point on daily basis would be computed from garage/parking only. Kms.to be calculated cumulative basis strictly on the basis of Log-book.

We agree to abide by this Bid for the period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us before the expiry of that period.

FOR EVALUATING L1 for Car on Monthly hiring basis = Base Rate+ 60*(A) + 120*(B) hours p.m. per vehicle

Note: Above rates are exclusive of all applicable Taxes.

Part II: ON Call Rates Offered - Honda Amaze (Petrol/CNG)/Maruti Ciaz

HONDA

CITY/INNOVA/Toyota Corolla Altis

SI No	1	2	3	4	5
Services Required	Honda Amaze (Petrol/CNG)	Maruti Ciaz	HONDA CITY	INNOVA	Toyota Corolla Altis
4 hrs/40 kms- Local Journeys					
8hrs/80 kms- Local Journeys					
Extra Kms - Local Journeys					
Extra Hrs - Local Journeys					
Late duty (after 11 pm & before 6 am)					
Total Charges (Rs.)					

We agree to abide by this Bid for the period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us before the expiry of that period.

FOR EVALUATING L1 for Car on adhoc hiring basis = (Vehicle Wise Total Charges as applicable would be considered.

Note: Above rates are exclusive of all applicable Taxes.

I/We undertake that I/we are not involved in any litigation that may have an impact or affect/compromise the delivery of the services-as required under this tender and that I/we are not debarred by any Government organization and are competent to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means and/or concealment of information.

Date:

Place:

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,

IFCI Limited
IFCI Tower
61 Nehru Place
New Delhi -110 019

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/Title of the work. Name of Tender Specification No.....,
2) All other pertinent issues till date

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

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

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter

Escalation Matrix

Tender No: -----

Dated:

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

Name	Organization	Designation	Mobile	Phone	Email address

Date:
Place:

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

Format of sending Pre-bid queries

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sr. No.	Section Number	Page Number	Query

Date:

Signature of authorized person

Place:

Full Name & Designation:
Company's Seal

DECLARATION FOR RELATION IN IFCI

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Tender No:

Dated:

To,

**IFCI Ltd.
IFCI Tower, 61 Nehru Place,
NEW DELHI- 110019**

Dear Sir,

Sub: Declaration for relation in IFCI

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in IFCI

Tick (√) any one as applicable:

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

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in IFCI and their particulars are as below:

(i)

(ii)

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal

Integrity Pact

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

(_____ Name of the Department / Officer)

Tender No. _____ for _____
(Each Tender must have Distinct Number and Subject Matter)

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

And

M/s. _____

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

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

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

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

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

NOW THEREFORE,

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

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

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

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

A. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

B. Commitments of Counter Parties

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

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any

person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.
13. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
15. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
16. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

D. Consequences of Breach

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

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

E. Equal Treatment of all Bidders/Contractors/Subcontractors/Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all subcontractors 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-contractors / sub-vendors.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

F. Independent External Monitor (IEM)

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

Dr. Anita Chaudhary
Email Id: anitach123@hotmail.com

Shri Sadhu Ram Bansal
Email Id: sr.bansal123@gmail.com

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD&CEO, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.

4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

G. Duration of the Integrity Pact (IP)

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.

H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

I. Legal and Prior Rights

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

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

(For and behalf of Principal)

(For and behalf of Counter Party)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

Annexure 11

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

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

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

WHEREAS

- i) IFCI has placed orders on M/s ----- having its office at ---- ----- (hereinafter referred to as 'Supplier') vide its letter No.----- dated ----- for supply and installation of ----- as per specifications and terms and conditions given in the above said orders, at a total cost of Rs. (Rupees ----- only) including all taxes/VAT and excise duties etc. The supplier has now submitted invoices to IFCI, for the supply and installation of said ----- amounting to Rs.----- (inclusive of all taxes and duties.) ii) The said orders, inter-alia, provides that a sum of Rs.-----being the 90% of the price of the said ----- will be paid to the Supplier by IFCI on delivery of the said equipment and balance 10% upon furnishing a bank guarantee to IFCI, equivalent to 10% of the cost of the said ----- amounting to Rs.----- (Rupees ----- only), valid for a period of one year from the date of installation and due performance of the said -----
- iii) At the request of the Supplier, (Bank) the guarantor has agreed to give such guarantee to IFCI as hereinafter mentioned for the sum of Rs.----- (Rupees ----- only) being the 5% cost of the said ----- applicable as herein before mentioned.

NOW, THEREFORE, these presents witnesses as follows:

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the said ----- are found to be defective in material or workmanship or manufacturing and also in case the said ----- do not perform satisfactorily during the guarantee period and the supplier 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 10% of the said ----- as herein before mentioned.

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

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

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.----- (Rupees ----- only) and the guarantee shall remain in full force for one year from the date of installation and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Supplier and IFCI.

5. Notwithstanding anything contained herein:

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

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

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

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

For and on behalf of the guarantor

(Name and Designation of the signatory)

Authorized signatory

Application for Empanelment of Vendors

Format of Undertaking (on Company's Letter Head)

(The bidder shall submit together with CHECK LIST & other documentary evidences)

To,

IFCI Limited, IFCI Tower, 61,
Nehru Place, New Delhi – 110019.

Dear Sir/ Madam,

Tender Ref No: **Sub: - Application for Empanelment of Vendors**

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to empanel our company *for providing On-call services for supply of ON Call rental services of vehicle type - Honda Amaze (Petrol/CNG)/Maruti Ciaz HONDA / CITY/INNOVA/Toyota Corolla Altis* as required by IFCI for a period of 1 years. We submit our Bid Documents along with CHECK LIST. We understand that;

1. We undertake to respond to any Request as and when called for by IFCI under open tendering process.
2. We further confirm that any offer in response to Request will be in conformity with the terms and conditions as mentioned therein.
3. We understand that, IFCI is not bound to accept the application and may reject all or any application without assigning any reason or giving any explanation whatsoever.
4. We understand that IFCI reserves the right to withhold my application for empanelment, issue documents to any empanelled vendor, and also annul the empanelment process without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on yearly basis and, if found unsatisfactory, IFCI shall have the sole discretion to remove us from the list of empanelled vendors
6. We also confirm that we have not been disqualified by any PSU / Government agencies /Banks for the related work.
7. We accept all the Instructions and Terms and Conditions of the subject ,Dated_ this _day of _2019 _____

Yours faithfully,

Authorised Signatory (Signature and Seal of the Company / Firm)

Name & Designation :

Date:

Document Annexure – Index

Interested applicant(s) conforming to the above requirements may respond by furnishing the documents in following order. Each document must be numbered properly. In case the documents are not attached in the relevant order the application is liable to be rejected.

S.no	Document Attached	Reference Page No ()
1	Tender Forwarding Letter as per Annexure 1	
2	Tender Acceptance Letter as Annexure -2	
3	Bidders General Information as per Annexure 3	
4	Nature of Works / Contracts executed as per Annexure 4	
5.	PROFORMA FOR FINANCIAL BID as per Annexure 5	
6.	Declaration by Authorized Signatory as per Annexure 6	
7.	Escalation Matrix as per Annexure 7	
8.	No Relation with IFCI as per Annexure 9	
9.	Integrity Pact as per Annexure 10	
11.	BANK GUARANTEE as per Annexure 11	
12	Application for Empanelment of Vendors as per Annexure 12	
13.	Other supporting documents to substantiate the statements of the Bidder wherever necessary.	

Note: Pl ensure that all the documentary evidences are paginated and the details of the same are mentioned under Page No- Annexure reference column for ease of evaluation process. In case the documents are not indexed as per above, the application may be rejected.