

Forwarding Letter
(To be submitted on Vendor's letter head)

To

Dy. General Manager (CPD)
IFCI Limited, IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir/Madam,

Sub: RFP - Appointment of Consultants for Vivad se Vishwas Scheme

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer, as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information. We agree to abide by all the terms and conditions as specified.

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

We also agree, that IFCI reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. We have also noted that IFCI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:/...../2020

Authorized Signatory. (Name)

Designation:

Organization Seal:

Annexure-II

Bidders General Information

Sub: **Appointment of Consultants for Vivad se Vishwas Scheme**

1	Name of the Firm / Company	
2	Year of Registration/Incorporation	
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.	GST No. (Attested Copy to be attached) of the Bidder	
7.	PAN No. (Attested Copy to be attached)	
8.	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)	

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 charge-sheeted 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)

Letter Authorizing Representing Executive(s)

Shri/ Km./ Smt. _____ son/ daughter /wife of Shri
_____ Proprietor/ Partner/ Director/Authorized signatory/ Representative of M/s
_____ (Name and Address of Bidder). (Registration No. _____)
whose specimen Signatures are given below is hereby authorized to attend the Bid Opening.
She / He is also competent to accept and sign any document in connection with tender
regarding RFP No. _____ On our behalf. We undertake
to abide by any acceptance given by him under his signature.

1. _____
3. _____

2. _____

(Specimen Signatures of Authorized Representative)

Name and Address of Authorized Representative

Date:

Place:

Signature of Authorized Person
Full Name:
Address:
Seal

FINANCIAL BID FORMAT

Ref: Appointment of Consultant for Vivad Se Vishwas (VSV) Scheme

Job Description	Lump Sum Consultancy Fees (in Rs. - Inclusive of all expenses such as Out of pocket, Travel, Per Diem, Food, Clerkage etc. but exclusive of applicable taxes)	
	(to be quoted in Numeric)	(to be quoted in Words)
Lump Sum Consultancy Fees for VSV Scheme		

Note:

- There should be one single LUMPSUM fee quote for end to end handling of the VSV Scheme for the entire appeal portfolio of IFCI irrespective of number of VSV applications filed by IFCI.
- The fee quote shall be inclusive of all expenses such as Out of pocket, Travel, Per Diem, Food, Clerkage etc. but exclusive of applicable taxes.
- The fee shall be payable
 - (i) 50% on completion of evaluation exercise and submission of undertaking under VSV Scheme.
 - (ii) Balance 50% on final settlement of matters under VSV Act.
- There would be no revision in the fee during the assignment. Therefore, the consultant is expected to exercise necessary diligence in estimation of their cost, time and effort while submitting the fee quote.

Name, Signature, Seal of the Bidder with Company Seal

Scope of Work

Re: Appointment of Consultants for Vivad se Vishwas Scheme (VSV)

Scope of work under VSV Scheme		
Sl.	Particulars	Work Involved
1	Evaluation of the matters, undertaking technical research and providing our comments on the pending litigation matters in light of the prevalent jurisprudence	<ul style="list-style-type: none"> • Preparing a checklist of documents / information etc., for collating the details of pending litigation matters; • Coordinating and following up with the tax authorities to obtain further details pertaining to appellate orders (like of High Court, ITAT, CIT(A), assessment order, rectification orders, reassessment orders) for each assessment year involved; • Evaluating the list of issues covered in the pending appeals, the orders issued by higher appellate authorities in favour of IFCI, pending rectification applications/appeal effect orders, etc. Conducting technical analysis on the issues involved in each assessment year • Identifying assessment year(s) or appeal(s) which can be settled under VSV scheme considering the factors such as available tax losses, MAT credit, etc. • Providing summary involving facts involved, judicial precedents supporting the matter and providing our comments on the tax matters involved.
2	Computing the net tax position of IFCI for each assessment year	<ul style="list-style-type: none"> • Quantifying the net position of demand/refund for a particular assessment year after giving effect to all the pending rectification applications, appeal effect order, position of unabsorbed losses & available MAT Credit • Prepare an impact analysis report summarizing the options available to IFCI under the VSV scheme to settle the matter.
3	Filing of forms for opting VSV scheme for selected assessment year and representing the matter before the designated authority for settling the dispute	<ul style="list-style-type: none"> • Filing of Form-1 & Form -2 for each assessment year on e-filing income tax portal; • Follow up with the authorities on the status of the forms filed; • Representing the matter before the Designated Authority, including replies to the queries raised by them based on the information provided by IFCI and making necessary representations; • Analysis of Form 3 issued by the Designated authority determining the final tax liability; • Coordination with the tax authorities for reconciliation of the amount determined in Form 3 and amount declared in Form 1, if there is any difference; • Filing of Form 4 (intimating details of tax payments along with the proof of withdrawal of appeal), if IFCI wish to proceed after determination of final tax liability; and • Analysis of order passed by the designated authority pursuant to filing of Form 4.

		<ul style="list-style-type: none"> • Undertaking pre-filing discussion with the revenue authorities, for any particular year / appeal, if required (to gain more certainty)
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Terms & Conditions:

- For above scope of work, the consultant shall depute its officials for data gathering at IFCI and if required, may gather data from the Tax Authorities.
- For representation before Income Tax Authorities, senior & experienced officers supervising the tax matters of IFCI should appear.
- There should be one single LUMPSUM fee quote for end to end handling of the VSV Scheme for the entire appeal portfolio of IFCI irrespective of number of VSV applications filed by IFCI.
- The fee quote shall be inclusive of all expenses such as Out of pocket, clerkage etc. but exclusive of applicable taxes.
- The fee shall be payable:
 - 50% on completion of evaluation exercise and submission of undertaking under VSV Scheme.
 - Balance 50% on submission of final forms i.e. Form 1,2,3 etc. & settlement of matters under VSV Act.
- There would be no revision in the fee during the assignment. Therefore, the consultant is expected to exercise necessary diligence in estimation of their cost, time and effort while submitting the fee quote.

Other Terms & Conditions

For

Appointment of Consultants for Vivad se Vishwas Scheme

RFP No: IFCI/CPD-CAT/Ltd. Tender/2020-21/20

Dated: 16/11/2020

Last Date for submission

12.00 Noon on 23/11/2020

IFCI invites Bidders to provide services as outlined in section "Scope of Work". The Bidders are expected to examine all instructions, forms, terms and specification in this Request for Proposal (RFP). Failure to furnish all information required or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of Bid.

1. Bid Submission & Evaluation Guidelines

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

1. The selection of the bidder will be through a competitive bidding process. The selection of vendors will be based on evaluation of bids by evaluation committee constituted by competent authority for the Bid evaluations.
 2. Purchase Order will be awarded to the bidder whose rates fixed as L1 for fee quoted by the bidder. Wherever all or most of the bidder quote equal rates, the final selection will be made by draw of lots.
 3. In case any cartel formation is suspected, IFCI reserves the right to reject any or all the Bids with the exclusion of the rest without assigning reasons thereof.
 4. Bidders are advised to submit the bids as per financial bid format, and any other relevant supporting documents to be duly stamped and signed along with date as token of acceptance of the terms & conditions of document.
- A. Proposals need to be submitted in in hard copy in a sealed envelope addressed to **Deputy General Manager (Centralized Procurements)** by **`SPEED POST/REGISTERED POST / BY COURIER / or may be dropped in Tender Drop Box at Ground Floor, IFCI Tower, 61 Nehru Place, New Delhi.**

The envelope must be super-scribed on top of with **`Appointment of Consultants for Vivad se Vishwas Scheme'**

The Deputy General Manager (Centralized Procurements)
IFCI Limited, IFCI Tower
15th Floor, 61 Nehru Place
New Delhi-110 019.
Tel.: 011-26487444/41732000

- Any change notices, appendices and addenda issued for this Request for Proposal shall be considered part of this proposal document
- Deletion, overwriting or strike-outs must be initialled by the person signing on behalf of the bidder.

- Bidders willing to submit revised bids may do so before the closing date by enclosing revised bid documents in a sealed envelope & submit as specified above.
- Bidders may not make modifications to their Proposals after the closing date and time
- All proposals shall become the property of IFCI
- It is the responsibility of each bidder to submit all required documents as outlined in this RFP.

2. Clarification of Tender Document

The prospective Bidders requiring any clarification related to this RFP may notify IFCI in writing or by e-mail.

3. Validity of the offer

The Bid shall be valid for a minimum period of 30 days from the last date of OPENING OF Price bids submission as indicated. 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.

4. Language

The Bidder shall quote the rates in English language and Indian 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.

5. 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.

6. 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 Bidder does not accept the correction of errors, its bid will be rejected.

7. 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 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.
- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.
- The Tender(s) of those Bidder(s) who do not have adequate facilities and capabilities to provide comprehensive maintenance support during the contract period shall be summarily rejected.

8. 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.

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.

9. 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.

10. 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 Assignment 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.

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

12. Award of PO/Work

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

13. Contract Payment

IFCI reserves the right to deduct any proportionate amount from contractor payment on account of insufficient/unsatisfactory work and or wilful/careless execution of job.

Since the work is of specialized nature, the contractor shall employ qualified, skilled and well-experienced suitable expert staff for all the working days. If necessary, bidders have to ensure that suitable staff for this job shall also work on Saturdays/Sundays/Holidays as and when required by IFCI without any extra payment.

14. Publicity

Any publicity by the Vendor in which the name of IFCI is to be used should be done only with the explicit written permission of IFCI.

15. Arbitration and Laws

Except, where otherwise provided for in the contract, all questions and disputes relating to the meeting of the standards and instructions herein before mentioned and as to the quality of assignment or any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, shall be settled under the Rules of India Arbitration and Conciliation Act, 1996.

The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

16. 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 Bidder, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination: IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -

- the Bidder is adjudicated insolvent by a Competent Court or files for insolvency 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 bidder 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.

17. 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.

18. Indemnity

Vendor shall indemnify, protect and save IFCI against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

19. Jurisdiction

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

20. Violation of Terms

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

21. 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.

22. 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.

23. Force Majeure

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

Force majeure is defined 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.

24. 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.

25. 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: 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, contractual rate shall remain the same.

26. 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 delay 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.

27. Miscellaneous Conditions

- 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 bidder 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 bidder 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.

28. 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.

29. 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 where necessary obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this 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.
