



**Request for Proposal**

**For**

**Selection of Vendor for Enhancement, Development, Production Support and Maintenance of Sugar Development Fund (SDF) Portal**

**IFCI Limited**

**RFP No. IFCI/CPD-SDF/E-Tender/2021-22/08**

**Mode of Tender - E-tender**

**To be submitted before  
12:00 Noon on 04/08/2021**

**Addressed**

**To**

**Deputy General Manager (Centralized Procurements)  
IFCI Limited, IFCI Tower, 61 Nehru Place,  
New Delhi - 110019**

## **Index of Tender Document**

<b>Chapter</b>	<b>Description</b>	<b>Pages</b>
(1)	Introduction & Key Events	3-5
(2)	Instructions to Bidders	6-8
(3)	Eligibility Criteria	9-10
(4)	Scope of Work	11-13
(5)	Bid Submission and Evaluation Guidelines	14-18
(6)	Standard Terms & Conditions	19-39
(7)	Tender Forms (Annexures 1 to 11)	40-61
(8)	Annexure - 12	1-97

## **CHAPTER – 1**

### **1. Introduction**

- a. The Industrial Finance Corporation of India (now 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 now a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a Non-Deposit taking Systematically Important NBFC.
- b. 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.

### **2. Invitation for Tender Offers**

- a. IFCI invites e-tender offers, in two bid system (Technical and Financial bid), from capable and having sufficient experience of proposed work, for Selection of Vendor for Enhancement, Development, Production Support and Maintenance of Sugar Development Fund (SDF) Portal as per the requirements specified in this RFP.
- b. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in charges payable.

### 3. Key Events & Dates

Sl. No.	Particulars	Details
01	Tender Notice No	IFCI/CPD-SDF/E-Tender/2021-22/08
02	Tender Name	Selection of Vendor for Enhancement, Development, Production Support and Maintenance of Sugar Development Fund (SDF) Portal
03	Bid Security / EMD (In form of Pay order/DD)	EMD Declaration as per <b>Annexure 11</b>
04	Tender Document	The details can be downloaded free of cost from CPP portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> or from IFCI website <a href="https://www.ifcilttd.com/">https://www.ifcilttd.com/</a> (Tenders → procurement → goods-and-services)
05	Date of Issue	13/07/2021
06	Date of Pre-Bid Meeting	20/07/2021, 2:30 PM (Through WEBEX Meeting) Meeting link: (Kindly see the below of this table)
07	Last date for seeking clarifications, if any	23/07/2021, 02:30 PM
08	Last date & time of submission of Bid (Technical & Commercial)	04/08/2021, 12:00 Noon
09	Date & time of opening of Technical Bids	05/08/2021, 2:30 PM
10	Date & time of opening of Commercial Bids	Shall be communicated to technically qualified bidders
11	Address of Communication and Pre-Bid Meeting	IFCI Limited, 15 <sup>th</sup> floor, IFCI Tower 61 Nehru Place, New Delhi – 110 019
12	Name of the contact person for any clarification	Shri Saurabh Kumar (Mob: 9810094438) Shri Bhagwan Singh (Mob: 9990725640)
13	e-mail Address	Please quote the RFP No. in the Subject Line of the e-mail <a href="mailto:rfpquery@ifcilttd.com">rfpquery@ifcilttd.com</a>
14	Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from last due date of offer submission (incl. extension, if any)

**Note:** IFCI reserves the right to cancel the Tender process at any stage. Bidders are required to provide EMD Declaration as per **Annexure 11**. Bids received without EMD Declaration shall be summarily rejected.

**Pre Bid Meeting link-**

<https://ifcivc.webex.com/ifcivc/j.php?MTID=m90b1b055d1bcb68dd1b8b0858dd6ea6c>

Meeting number: 184 409 8588

Password: Pre\_bid@123

## **Disclaimer**

1. 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 Bidders 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 bidders with information to assist the formulation of their proposals.
2. 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.
3. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the requirement or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information.
4. While this document has been prepared in good faith, neither IFCI, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.
5. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI. IFCI and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

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

## CHAPTER - 2

### INSTRUCTIONS TO BIDDERS:

1. Bidders who wish to participate in this tender will have to register online at <https://eprocure.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (Type-II or Type-III) as per information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency.

Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. **The bidders are requested to read carefully the user manual available on the website <https://eprocure.gov.in> before initiating the process of E-Tendering.**

In case of any clarification / assistance Bidder may contact the Help Desk of e-Procurement CPP Portal before the schedule time of Online Bid Submission as per the details mentioned below:

E-mail ID : [support-eproc@nic.in](mailto:support-eproc@nic.in)  
Phone No. : 0120-4001002, 4001005, 6277787

2. Bidder shall submit their offers online in an electronic format both for "Technical" and "Financial bid".
3. **On Line submission of bids:** The online bids will have to be digitally signed and submitted within the time specified on website <https://eprocure.gov.in> the following manner:-
  - a) **Technical Bid: Scanned Copies to be uploaded (.pdf) :-**
    - i. Bidders shall upload the EMD declaration form (Please **Annexure 11**) along with technical bid. Otherwise the bid in electronic form will not be considered.
    - ii. 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 and technical scoring of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. 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.
  - b) **Financial Bid: (.xls) :-** This envelope (online bid) shall consist of financial format/schedules. The bidder shall read the terms and condition as mentioned in the format / tender document and submit the form accordingly. The bidder is required to check the prices / amount carefully before uploading financial bid.
4. Submission of more than one bid is not allowed.

5. **Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 90 (ninety) days from the last date of submission of Bid (Technical and Financial).

6. IFCI reserves the right to reject any or all the offers without assigning any reasons thereof.

7. **Authorization and Attestation:**

**The bidder has to submit an Authorization Letter or valid Power of Attorney on behalf of company/firm for signing the document.**

8. The Standard Terms and Conditions of Contract also form part of the Open-Tender specifications. The information furnished shall be complete by itself. The Bidder is required to furnish all the details and other documents as required.

9. Bidders are advised to study all the tender documents carefully.

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

11. Any submission in tender shall be deemed to have been done after careful study and examination of the e-tender documents and with the full understanding of the implications thereof.

12. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Bidder / Agency or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. There may be deviations or changes in any of the herein mentioned information to the Bidder / Agency. While this document has been prepared in good faith, neither IFCI, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.

13. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI. IFCI and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

14. Should the e-tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the e-tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc. Tenderers shall at once, contact the authority inviting the tender well

in time (so as not to affect last date of submission) for clarification before the submission of the tender.

15. Bidders' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender document.
16. The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in his offer.
17. Non-compliance with any of the requirements and instructions of the e-tender document may result in the rejection of the tender.
18. This document has not been filed, registered or approved in any Court of Competent jurisdiction. Recipient of this document should inform themselves of and observe any applicable legal requirements.
19. This document constitutes no form of commitment on the part of the IFCI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the tendering process.
20. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IFCI.

\*\*\*\*\*



**CHAPTER - 3**  
**Eligibility Criteria**

**ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION OF THE BIDDERS**

<b>Sl. No.</b>	<b>Basic requirement</b>	<b>Description/ Clause</b>	<b>Supporting Documents Required</b>
1	Legal Entity	The bidder must be an Indian firm/ company/ organisation registered under Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932. (Consortium of companies not permitted)	Certificate of Incorporation and Registration Certificates showing type of firm/ company/ organisation
2	Business Turnover	The bidder must have a minimum turnover of Rs.10 crores from the line of business of providing software services during the financial year(s) 2017-18, 2018-19, and 2019-20.	Copy of the Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years
3	Net Worth	The bidder should have positive net worth for last 3 financial years (from 2018-2019, 2019-2020 and 2020-2021)	Copy of the Audited Balance Sheet and / or Certificate of the Chartered Accountant specifying net profits
4	Business Operation	The bidder should be operating for at least last 3 years in providing web portal maintenance services.	Self-declaration on the bidder's letterhead
5	References	Bidder should provide client references and contact details (email / landline / mobile) of 3 customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past 3 years. (from 2018-2019, 2019-2020 and 2020-2021)	Client References: 1. 2. 3.
6	Presence	The bidder should have presence of Senior Management and client servicing team working on the account in New Delhi besides availability of not less than 15 software resources at its New Delhi office/location /clients	List of officials, designations & contact details.

<b>Sl. No.</b>	<b>Basic requirement</b>	<b>Description/ Clause</b>	<b>Supporting Documents Required</b>
7	Taxation registration and clearance	The bidder must have following valid certificates :- <ul style="list-style-type: none"> <li>➤ Permanent Account Number</li> <li>➤ GST Registration Number</li> </ul>	Attested copy of all certificates
8	Technical Capability	The bidder should exhibit the ability to work with a wide range of application development tools, as well as the incorporation of Enterprise Resource Planning system (Minimum 5 such assignment in BFSI domain/ Financial company )	Details of work done in financial services sector in last 3 years.
9	Blacklisting	The Bidder Company should not currently have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders' company letter head
10	Ownership	The Bidder should not be owned or controlled by any Directors or Employees (or Relatives) of IFCI both present and those who have retired in the last 5 years	A self-declaration on the bidder's letterhead
11	Integrity Pact	Integrity Pact – To be executed on plain paper	Mandatory <b>(Annexure 9)</b> To be signed by Authorised Signatory

**IMPORTANT NOTE:** Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. IFCI reserves the right to cross check the information furnished from their previous clients or any other documents submitted by the Applicant for meeting the eligibility criteria. IFCI reserves the right to reject any or all applications at any stage without assigning any reason, thereof.

\*\*\*\*\*

**CHAPTER - 4**

**Scope of Work**

**For**

**Selection of Vendor for Enhancement, Development, Production Support and  
Maintenance of Sugar Development Fund (SDF) Portal**

**RFP No. IFCI/CPD-SDF/E-Tender/2021-22/08**

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

## **Scope of Work (SOW)**

The scope of work shall include all the work relating to Enhancement, Development, Production Support and Maintenance of Sugar Development Fund (SDF) Portal. The selected Vendor will be responsible for the following work of SDF Portal:

- (i) Updated SDF Business Requirements Document and Automation of loan application for restructuring of SDF loans;
- (ii) Maintenance of existing portal and updating the same on a day-to-day basis and
- (iii) Maintenance of Integrated portal (existing and updated with business requirements documents)

### **I. Project Overview and Background:**

Sugar Development Fund (SDF) was established in the year 1982, through an act of Parliament. Under the Sugar Development Fund Act, 1982 and the Sugar Development Fund Rules, 1983 (as amended), the Sugar Development Fund (SDF) provides loans at a concessional rate of 2% below the prevailing bank rate to the Sugar Factory for the following schemes:

- (i) Modernisation/Rehabilitation (Rule 16 and 16A).
- (ii) Cane Development (Rule 17 and 17A).
- (iii) Production of Anhydrous Alcohol or Ethanol from alcohol or from molasses (Rule 22).
- (iv) Conversion of existing plant to Zero Liquid Discharge plant (Rule 22A).
- (v) Bagasse-Based Co-generation power projects (Rule 23).

SDF Loans are not available for working capital, creation of current assets or refinancing of a loan (as per Rule) availed by the Sugar Factory.

The disbursement of loan is guided by the Sugar Development Fund Act, 1982, the SDF Rules, 1983 and Guidelines issued by the Standing Committee under SDF, which are amended from time to time. Further, every borrowing Sugar Unit who has undertaken loans for any of the above mentioned schemes is required to submit a Progress Report of the company to the Nodal agency on a half-yearly /yearly basis as a part of the Compliance with SDF-Guidelines. The Nodal agency reviews the status of necessary compliance and subsequently updates the SDF/GOI.

The borrowing Sugar Companies / Unit require No Objection Certificates (NOCs) from SDF/ GoI for various purposes as mentioned below:

- (i) Security Creation for availing sanctioned SDF Loan (FACR at the time of availing disbursement);
- (ii) Ceding charge in favour of other lenders
- (iii) No Dues & Satisfaction of Charge against closed loans.
- (iv) NOC for Part Vacation of Charge
- (v) NOC for other Request

The scope of this document is automating the process of Compliances w.r.t. Progress reports, Various No Objection Certificates (NOCs) request, maintaining legal case status, Bank Guarantee (BG), Fixed Deposit (FD) as well as PDC's (Post-dated Cheques).

The system must be integrated with the e-mail as well as SMS (Short Message Service) text messaging Service component.

## **II. SDF Portal:**

SDF portal (<https://sdfportal.in/Login>) is currently being used by IFCI's SDF Department, GOI SDF, Sugar Undertakings and Sugar Units and is also proposed to be used by NCDC. The current SDF Portal has following features:

- (i) Loan Application processing;
- (ii) Loan Disbursement; and
- (iii) Application for Restructuring of SDF Loans affected by Natural Calamities under Rule 26A of SDF Rules 1983 and Amendment thereto.

Further, automations of various modules is required to be carried out for effective utilization of the Portal.

## **III. Nodal Agency of SDF (GOI):**

IFCI Ltd. has been acting as the Nodal Agency of the Government of India (GOI) since inception of the Sugar Development Fund for the purpose of disbursement, follow-up and recovery of SDF loans sanctioned to private sugar factories for modernization-cum-expansion, setting-up of bagasse based cogeneration power projects, manufacture of ethanol from alcohol/molasses, zero liquid discharge (ZLD) distillery projects, cane development schemes, etc.

As a Nodal agency of GOI, IFCI is primarily responsible for examination / execution of loan and security documents, recommendation to GOI for release of funds, undertaking site visits for verification of physical and financial progress, verification of utilization of loan monies released by SDF, maintaining loan accounts of borrowers, recovery of SDF dues, taking legal actions against defaulters, etc.

## **IV. Development period:**

Tenure for Development of the project is estimated to be 8 (eight) months. However, same may vary if the work schedule is changed by SDF, GoI as per their requirements.

## **V. Contract Period:**

Tenure of the Maintenance contract initially would be for Three (3) years from the date of the issuance of work order by IFCI. IFCI can further extend this at its discretion at mutually agreed terms for a further period of another 2 years.

**Further more details of work of SDF Portal** viz. Project Dependencies, Business Drivers, Key Assumptions and Constraints, Business Requirements [Agenda - Sub Committee Meeting Module, Loan Application Module, No Objection Certificate (NOC) Module] and various screen relating to Nodal Agency, Security Creation for availing sanctioned SDF Loan – Pre Disbursement Compliance, Sugar Factories & Others are available at **Annexure - 12**.

**CHAPTER - 5**

**Bid Submission and Evaluation Guidelines**

**For**

**Selection of Vendor for Enhancement, Development, Production  
Support and Maintenance of Sugar Development Fund (SDF) Portal**

**RFP No. IFCI/CPD-SDF/E-Tender/2021-22/08**

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

## **Bid Submission and Evaluation Guidelines**

### **1. RFP document submission is required to be done as under:-**

The Tender documents (Receipt, Technical Bid & Commercial Bid) should be submitted online on CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in).

### **2. Bid Submission**

- a Before electronically submitting the tenders, it should be ensured that all the documents and annexures being uploaded are self-certified/ signed by the bidders.
- b On-line submission of bids: The online bidders will have to be digitally signed and submitted within the time specified on website [www.eprocure.gov.in](http://www.eprocure.gov.in)

### **3. Technical Bid (Eligibility Criteria)**

Technical bid response must comply with the annexures provided and all the compliances stated in the Chapter - 3 on Eligibility Criteria. Only one bid would be considered from one firm/Company for online e-Tendering.

The Bidders are also advised to visit the aforementioned website or IFCI Website on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in Key Events & Dates of this Bid document.

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

### **4. Financial Bid**

The rates must be **quoted in figures and the rates must** be quoted as mentioned in the in the financial bid. The bidders are required to check the prices / amount carefully before uploading financial bid.

### **5. Technical Scoring**

The technical scoring of the bidders will be broadly based on the following parameters:

<b>Criteria</b>	<b>Evaluation Parameters/Credentials</b>	<b>Credentials for awarding score</b>	<b>Criteria Marks</b>	<b>Max Marks</b>
1	List of Clients (where managed web portal services have been provided) (Only currently/ ongoing active & valid contracts will be considered for points award)	20 or more clients Govt. Sector /PSU /FI	15 Marks	15
		15 or more but less than 20 clients in Govt. Sector /PSU / FI	10 Marks	
		5 or more but less than 15 clients Govt. Sector /PSU /FI	5 Marks	
	Satisfactory Services by Certificate by Clients -	Satisfactory Services Certificate by 20 or more Clients	15 Marks	

Criteria	Evaluation Parameters/Credentials	Credentials for awarding score	Criteria Marks	Max Marks
2	Central Government Ministry/Central Government body/State Government Ministry/State Government Body/ Public Sector Undertaking which are active (should be current and valid Providing Web portal service)	Satisfactory Services Certificate by more than 15 but less than 20 Clients	10 Marks	15
		Satisfactory Services Certificate by 5 Clients	5 Mark	
3	<b>Relevant Past experience</b> Bidder should have completed at least Three interactive Web portal designing projects / Maintenance Projects for a Central Government Ministry/Central Government body/State Government Ministry/State Government Body/ Public Sector Undertaking/ Private Sector worth Rs 60 Lakh in the last three years.			10
4	Technical & Qualified Manpower (Experience and profile of the key personnel proposed to be assigned for the project which includes Strategy, Planning, Execution along with Support and Maintenance)			10
5	Turnover for Last 3 years (with respect to Services / Annual Maintenance Contract only) for India Business	50 crores or more	10 Marks	10
		25 crores or more but less than 50 crores	7 Marks	
		10 crores or more but less than 25 crores	5 marks	
6	<b>One case study/ Live interactive Web Portal</b> (mask the client name, if required) showcasing the design and functionality of the portal)			30

**NB: Information provided by the bidder as mentioned in the table above should be submitted with supporting documents for evaluation.**

**Note:** It should be clearly understood that in case of ambiguity or lack of clarity in the documents submitted, the decision of the IFCI shall be final for awarding the marks against each of the specified items.

## 6. Techno Commercial Evaluation

For the purpose of overall evaluation, the Overall Score will be arrived at by combining the Technical and Financial Scores by assigning 70% weightage to Technical Points and 30% Weightage to Financial Points, as illustrated below:

<b>(Individual Bidder's Technical Points x 70%)</b> + <b>(Individual Bidder's Financial Points x 30%)</b>
---

Bidders who have got highest technical score will be given 100 as Technical Points and accordingly technical points of other bidder will be calculated with formula as  $\rightarrow$  (Individual Score/ Highest Score x 100). If the Highest Score is 90 scored by Bidder A and points scored by Bidders



B and C are 81 and 72 respectively, the Technical Points of Bidder A will be 100, Technical Points of Bidder B will be  $\rightarrow [81/ 90 \times 100 = 90]$  and Technical Points of Bidder C will be  $\rightarrow [72/ 90 \times 100 = 80]$

Similarly, in case of Financial Score, the bidder with the lowest fee will be assigned 100 as the Financial Points and the Financial Points of the other two bidders will be calculated with the formula  $\rightarrow [\text{Lowest Price}/ \text{Individual Price} \times 100]$ . If the fee quoted by Bidder B is Rs. 90, the lowest one, and the fee quoted by Bidders A and C are Rs. 120 and Rs. 96 respectively, then the Financial Points of Bidder B will be 100 and Financial Points of Bidder A will be  $\rightarrow [90/ 120 \times 100 = 75]$  and Financial Points of Bidder C will be  $\rightarrow [90/ 96 \times 100 = 93.75]$ . Accordingly, the Final Overall Score will be:

$$\rightarrow \text{Bidder A} = [(100 \times 0.70) + (75 \times 0.30)] = 92.5 \text{ (H2)}$$

$$\rightarrow \text{Bidder B} = [(90 \times 0.70) + (100 \times 0.30)] = 93.00 \text{ (H1)}$$

$$\rightarrow \text{Bidder C} = [(80 \times 0.70) + (93.75 \times 0.30)] = 84.12 \text{ (H3)}$$

The bidder with the highest Overall or Combined Score as computed above will be considered for engagement.

In case of tie preference will be given to the bidder scoring higher Technical Scores in (i) Relevant Experience (ii) Technically qualified manpower (iii) Size of operations etc.

The decision of IFCI shall be final and binding on all the Bidders to this document. IFCI reserves the right to accept or reject an offer without assigning any reason whatsoever.

## **7. Other General Conditions**

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

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission of Bids. Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

### **Note:**

- If the online submission does not include all the information required or is incomplete, the proposal is liable to be rejected.
- Bids submitted by Fax or E-mail or any form other than mentioned above will not be accepted.
- The evaluation of the bid will only be based on the documents uploaded online on e-Tendering portal [www.eprocure.gov.in](http://www.eprocure.gov.in).
- The bids shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the bidders qualifying the eligibility criteria. Those bidders who satisfy the technical requirements as determined by IFCI, shall qualify for the FINANCIAL BID evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate selection of vendor at optimal cost.

- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- Bidders willing to submit revised bids may do so before the closing date by uploading revised bid.
- Bidder or their authorised representative may remain present at the time of opening of bid. The authorised representative should carry the authorisation letter and an Identity proof, of the bidder in this regard.
- Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in disqualification of bidder.

## **8. 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.

## **9. Evaluation of Technical & Financial Bids**

IFCI will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified), and at the place specified in this RFP. The Bidders' representatives, who are present, shall sign a register/attendance sheet evidencing their attendance.

IFCI reserves the right to open the bids at the stipulated/notified time & date, even if vendor/s express their inability to attend the opening of bids.

The bidder representative should bring an authority letter on the company letter head to attend/ represent the bidder in the meetings, else the person shall not be allowed to attend the meetings. The authorised person shall also carry his/her Identity proof.

## **10. Bid Evaluation Criteria**

In case same total amount arrived by two or more agencies, the selection will be based on the high turnover (for FY 2018-2019, 2019-20 and 2020-21) and better experience in terms of placement with PSUs and large corporates.

In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof IFCI is put to any loss/obligation, monetary or otherwise, IFCI will be entitled to get itself reimbursed out of the outstanding bills/ performance security to the extent of the loss or obligation in monetary terms.

\*\*\*\*\*

**CHAPTER - 6**

**Standard Terms & Conditions**

**For**

**Selection of Vendor for Enhancement, Development, Production  
Support and Maintenance of Sugar Development Fund (SDF) Portal**

**RFP No. IFCI/CPD-SDF/E-Tender/2021-22/08**

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

## Standard Terms and Conditions

### 1. Contractual Rates

The Bidders must assess carefully the 'Scope of Work' and quote prices as per prescribed **Financial Bid Format**. These prices so quoted, will remain fixed during entire period of the contract. Performance of the Vendor will be evaluated at regular intervals in-line with performance indicators given in the tender document.

**Special Note:** No other charges, unless specifically mentioned in the tender document, will be paid by IFCI to the Vendor under any circumstances.

### 2. Payment Terms

- The payments shall be made by IFCI on receipt of the original invoice.
- The successful bidder should submit the certificate signed by the IFCI's official certifying completion of the job in phase manner for the payment.
- The payment will be made as per following terms:

Payment Terms – Enhancement & On Going Support & Maintenance

Sl. No.	Milestone	Payment
<b>PHASE I</b>		
<b>Comprises of following Modules – to be delivered</b>		
<ul style="list-style-type: none"> <li>• Loan Application Module &amp;</li> <li>• Disbursement Module</li> <li>• NOC module required for Disbursement purposes</li> <li>• Legal Status Module</li> <li>• Compliance / MIS Module</li> </ul>		
1.	On SRS (System Requirement Study) Sign-Off of	5%
2.	On Successful installation and customization of	10%
3.	On UAT signoff - Loan Application Module & Disbursement Module	10%
4.	Go Live	10%
5.	After 6 months of Successful Go live	5%
<b>Total Payment for Phase I</b>		<b>40%</b>

<b>PHASE II</b>		
<b>Comprises of following Modules – to be delivered</b>		
<ul style="list-style-type: none"> <li>• No Objection Certificate Module (other than disbursement purposes)</li> <li>• Security Audit (Cert-In Audit Certification)</li> </ul>		
1.	On SRS (System Requirement Study)	5%
2.	On Successful installation and customization	10%
3.	On UAT signoff	10%
4.	Cert-in-Certification & Go Live	25%
<b>Total Payment for Phase II</b>		<b>50%</b>

<b>Integrated Product – Phase I &amp; Phase II</b>	
After 8 months of Successful Go live for the Integrated Phase I and Phase II or against furnishing a performance Bank Guarantee of a scheduled commercial Bank for the equal amount.	
Phase I Remaining Payment	<b>5%</b>
Phase II Remaining Payment	<b>5%</b>
<b>Total Payment for Phase I &amp; Phase II, would be 100 % each Post Deployment of Integrated Product.</b>	
<b>Followed by maintenance &amp; support of the integrated project</b>	

### 3. Liquidated Damages - SDF Portal

Enhancement, Ongoing Maintenance and Support for Sugar Development Fund (SDF) Portal

SI. No.	Milestone	Delivery Schedule	LD Clause
T 1	On SRS (System Requirement Study) Sign-Off	4 Weeks from the date of acceptance of PO, and completion of all activities associated with T1, followed by Sign off	>3 Weeks, 1% of TCO Cost per week thereafter
T 2	On Successful New Enhancements & Integration with existing modules. <b>(Phase 1)</b> (Loan Application Module & Disbursement Module)	T1 + 8 Weeks - on the completion of all activities associated with T2, followed by Sign off	> T1 + 2 Weeks , 1% of Cost of undelivered services per week thereafter
T 3	User Acceptance Test & Training	T2 + 4 Weeks - on the completion of all activities associated with T3	> T2 + 2 Weeks , 1% of Cost of undelivered services per week thereafter
T 4	Go Live – Phase 1	T3 + 1 Week - on the completion of all activities associated with T4	> T3 + 1 Week , 1% of Cost of undelivered services per week thereafter
T5	On Successful New Enhancements & Integration with existing modules. <b>(Phase 2)</b>	T4 + 8 Weeks - on the completion of all activities associated with T5	> T4 + 1 Weeks , 1% of Cost of undelivered services per week thereafter
T 6	Cert-In Audit Certification & Closure of audit observation	T5 +3 Weeks - on the completion of all activities associated with T6	> T5 + 1 Weeks , 1% of Cost of undelivered services per week thereafter
T 7	Go Live	T6 + 1 Week - on the completion of all activities associated with T7	> T5 + 1 Week, 1% of Cost of undelivered services per week thereafter

The above mentioned service levels and penalties would be applicable on the selected bidder.

The penalties shall be higher of 10% of the value for the System Implementation Phase or as charged by SDF, GoI from IFCI for the delay.

#### **4. Change Requests**

Implementation cost of any additional requirements would be paid upon successful completion of the implementation and successful operations along with Company signoff in the live environment for at least 30 days.

#### **5. Extension of Contract Post Expiry**

- a) IFCI desires to appoint the vendor for a total period specified in the RFP, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement, IFCI would like to safe guard the interests of all the entities involved in the arrangement. Therefore, IFCI would like to have options to revisit the arrangements and terms of contract (existing arrangement) after the contract expiry, if necessary.
- b) IFCI expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and IFCI will cause cessation of services.

#### **6. Knowledge Transfer**

The selected bidder shall provide such necessary information, documentation to the IFCI or its assignee, for the effective management and maintenance of the deliverables under this RFP. Selected bidder shall provide documentation (in English) in electronic form of all existing procedures, policies and programs required to support the services. Such documentation will be subject to the limitations imposed by selected bidder's Intellectual Property Rights of this RFP and shall include:

- Operational work instructions
- Listing of all events being monitored and the monitoring frequency
- Listing of all third (3rd) party vendors those have been directly related to the provision of the Services and that may be the subject of a request by IFCI or the replacement service provider for assignment, cancellation or renovation

#### **7. Parallel Run**

The selected bidder agrees that the parallel-run shall continue **for a period of eight (8) months, post the notice period of eight (8) months**, during which the Bidder shall adequately supervise the hand-over the various components of the selected bidder's functions under this RFP. Selected bidder must consult with IFCI on any third-party contracts between selected bidder and third Parties that are necessary or useful for IFCI or a third party to perform the Services and arrange for transfer or assignment of such third-party contracts that IFCI wishes to have transferred or assigned to IFCI or a third party designated by IFCI on commercially reasonable terms mutually acceptable to both parties.

## **8. Warranties**

- All the warranties held by or in the name of the selected bidder shall be assigned or transferred "As Is" in the name of the IFCI. The selected bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- Selected bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and reasonably priced. Reverse transition services shall be charged based on selected bidder's then current time and materials rates.
- The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

## **9. Ownership of the SDF Portal**

Ownership on source code, database, graphics and other related data shall reside with IFCI. By having the responsibility to develop and subsequent maintenance for respective Portals, vendor will not acquire implicit access rights to redistribute the information.

Further, in order to ensure due performance of contractual obligations, a performance security of 10% of total contract value must be submitted within 15 days of issuance of Purchase order.

## **10. Monitoring and Audit**

Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the IFCI. The periodicity of these audits will be decided at the discretion of IFCI. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that IFCI deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford IFCI's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide IFCI access to various monitoring and performance measurement systems (both manual and automated). IFCI has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

## **11. Assignment**

The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the IFCI.

## **12. Information on Ownership**

All information processed, stored, or transmitted by equipment belongs to the IFCI. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

**ISMS Framework:** The selected bidder and the team shall abide by the ISMS framework of the Company which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.

## **13. Sensitive Information**

Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access.

## **14. Training**

Software training will be provided to admin, Project Stakeholders and also other users of Client (SDF, GoI), for 30 days after the completion of each phase to all the users.

Training should be completed within the project schedule. However keeping the overall time schedule unchanged, flexibility with regard to time duration is permitted within the above activities.

Parallel development activities of Phase I & Phase II are envisaged and the selected vendor is required to suggest the optimum project schedule to meet.

A comprehensive training schedule needs to be formulated at the end of Successful Go live for the Integrated Phase I and Phase II for a period of 45 days.

## **15. On-site Infra**

The selected bidder will have to borne the costs associated with setting-up of various environments, viz.

- Development
- SIT
- And associated databases etc.

All the developments shall be carried out onsite. The development team needs to be deployed onsite by the vendor.

## **16. Proposed Automation List SDF Portal – SDF Directorate**

Loan Application Module: Loan application module needs to be further customize to have the features for generation of Agenda Papers for

Screening Committee (for Cane Development Loan)



- a) Sub-Committee (for all types of loans i.e. for Cogeneration Project, Modernization Loan, Anhydrous Alcohol or Ethanol from molasses project including ZLD Project and Cane Development Loan);
- b) Standing Committee (for all types of loans i.e. for Cogeneration Project, Modernization Loan, Anhydrous Alcohol or Ethanol from molasses project including ZLD Project and Cane Development Loan); and
- c) Final Sanction Order post approval by Competent Authority at SDF, GoI.

### **17. Disbursement Module**

- a) Further customizations are required in disbursement module, so as to provide a dynamic view of disbursement data for each of the facility types and the users have also to be provided with an interface to view the balance due. A feature to provide a dynamic .xls upload of the account statements available may also be provided for each of the sugar undertaking/unit account.
- b) Final Sanction Order post approval by Competent Authority at SDF, GoI.

### **18. NOC (No Objection Certificate) Module**

- a) For security creation of sanctioned SDF Loan
- b) For ceding of charge in favour of other Lenders
- c) For issuance of No Dues Certificate (NDC) and satisfaction of charges in respect of fully repaid / closed loans
- d) For part vacation of charges created on assets

### **19. Legal Status Module:**

Designing of the Legal module with a feature to capture the details of legal cases – (Viz DRT/NCLT/ Hon Supreme Court. Etc.) as well as Other Litigation Cases where IFCI / SDF, GoI have been made a party. Interfaces to be developed for various users with a dynamic data view.

### **20. Compliance Module:**

Every borrowing Sugar Unit which has undertaken loans for any of the above-mentioned schemes is required to submit Progress Report of the company to the Nodal agency on half yearly /yearly basis as a part of the Compliance with SDF-Guidelines. The Nodal agency reviews the status of necessary compliance and subsequently updates the SDF/GOI.

- The Nodal agency needs to submit the status of various legal / non-legal reports/ Progress reports/ BG's / FDs / PDCs/NOC request etc.

### **21. MIS Module:**

Quarterly / Monthly as well as yearly reports need to be submitted to SDF-GOI, the same needs to be designed. Further, a report for Budgeting and Cash flows also needs to be developed.

## **22. Maintenance of Portal**

SDF Portal needs to be calibrated on daily basis with updates available on the Department of Food and Public Distribution (DFPD site <https://dfpd.gov.in/index.htm> or any other related information.

As a part of the maintenance, the selected vendor is required to carry out portal Maintenance Checklist (Weekly / Monthly / Quarterly / Yearly activities)

## **23. Resource Engagement - Development, Warranty Support and Annual Maintenance (AMC) period of 3 Years**

The vendor shall provide dedicated resources for SDF Portal, onsite, during the development, warranty Support period and entire Annual Maintenance Contract (AMC) period. The managed resource shall work as per IFCI's working calendar.

The selected bidder will be required to provide a dedicated team of experienced personnel for development and maintenance headed by a Project Leader – Responsible for overall coordination and management of the teams.

The members from all the teams shall work in close coordination under the overall guidance of project leader.

The Selected bidder shall provide all the necessary resources (hardware / software etc.) for the resources to function efficiently and productively.

The scope of work would cover daily support, development of simple reports, assisting business users in running day to day processes. In case, any enhancement requires major process changes, it will be mutually discussed and taken up as per mutual consensus.

All the requirements would be identified by Change Request numbers from IFCI and a sheet containing the Change Request (CR) number would be maintained by IFCI and Vendor. The sign off would be based on these CR numbers.

The performance of the team will be judged on the basis of work done against the agreed work plan. The team leader will be responsible to submit Fortnightly activity plans and share it with IFCI. The team leader will submit overall monthly progress reports highlighting the overall activities done for the respective month.

A joint monthly review mechanism will be put in place which will be represented by Steering committee members of the project and the Project Lead along with various team leads. The review of the progress and the plan for future action will be decided therein.

## **24. Deliverables:**

- a) The Selected bidder has to handover the Source Code, Patches & Releases (If any), Application Software, all content used in the Designing of the Web portal, along with Technical Documents, user manual, functional manual, cyber security certificate and all reports during error correction, installation guide and any other on quarterly basis / if required to the IFCI for the purpose of copyright and intellectual properties, storage etc. Selected bidder also has to provide the list of software that would be used to design &

develop the web portal/site including all graphics software and recommend software and licenses that the IFCI will need to purchase for continued maintenance of web portal.

- b) Training, maintenance and up-gradation support: Selected bidder will provide training at the IFCI premises to users for using new platform without any extra cost and provide with maintenance, support and platform upgrading for 3 years from date of acceptance that could be extended on yearly basis on mutually agreed terms.
- c) Copyright and Trademarks: Successful bidder will hand over the all the software and contents to the Company for the purpose of copyright and intellectual ownership. On the bottom of every page a link, navigating to information page regarding copyright must be provided.
- d) Vulnerability and Penetration Testing of application and infrastructure

The selected bidder has to facilitate such security testing of new digitalized platform and ensure remediation of gaps identified by the IS Audit agencies from time to time. IFCI shall engage these agencies directly to do the necessary security audit of the complete infrastructure.

## 25. Penalties

- Service Level Agreement (SLA) and applicable penalties for Operations Phase

The penalties for the operations phase are based on the monthly amount to be made for that component. The same is capped to the maximum Quarterly amount payable for that component.

- SLAs for Application

Activity	Expected Performance	Measurement Mechanism	Penalty for Delay
Resolution-time for Software Issues*	As per Defect Fixation Schedule	The time between raising of the issue by the company's Systems Department through call /e-mail to the resolution / rectification provided by the agency.	1% of the Maintenance charges for delay in resolution of every issue per day (or part thereof)

\* Issues here are fixing of bugs etc. for the existing functionalities present in the application. Any new requirement given by company shall not be treated as software issue.

### Defect Fixation Schedule

Sl. No.	Defect Type	Resolution Time
1	P1	4 to 8 hours
2	P2	8 to 12 hours
3	P3	12 to 18 hours
4	P4	2 to 24 hours

## **26. Insurance**

- a) If due to negligence and or non-observance of safety and other precautions by the vendor, any accident/injury occurs to the property/manpower belong to third party, the vendor shall have to pay necessary compensation and other expenses, if directed so by the appropriate authorities.
- b) The vendor will take necessary precautions and due care to protect the material, while in their custody from any damage/loss due to theft or otherwise till the same is taken over by IFCI or customer. The vendor will submit necessary documents for lodging/processing of insurance claim. IFCI will recover the loss from the vendor, in case the damage /loss is due to carelessness/negligence on the part of the vendor.

## **27. Responsibilities of the Vendor in respect of local laws, employment of works etc.**

The vendor shall fully indemnify IFCI against any claims of whatsoever nature arising due to the failure of the vendor in discharging any of his responsibilities. The following are the responsibilities of the vendor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- i. The Vendor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the vendor to make good the losses or compensate for the same. The Vendor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- ii. All safety rules and codes applied by the IFCI at site shall be observed by the vendor without exception. The vendor shall be responsible for the safety of the equipment/material and works to be performed by him.
- iii. The Vendor shall arrange for such safety devices as are necessary for executing the works and carry out requisite site tests of handling equipment as per prescribed standards and practices.

## **28. 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.

## **29. Disqualification**

IFCI may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent has

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- Failed to provide related clarifications, when sought.
- Failure to comply with the terms and conditions mentioned in the Tender Document.
- If the bid is not as per the format prescribed in the Tender Document.
- If the bid and other documents are not duly signed by the authorized signatory of the Bidder.
- Been declared "non-cooperative" by IFCI in its correspondence.
- Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

If any information comes to the knowledge of IFCI which would have entitled IFCI based on the prescribed Tender Document/ submission requirement specified above, to reject or disqualify the Bidder, IFCI reserves the right to reject the Bid of the Bidder at the instant time, or at any time thereafter as and when such information comes to the knowledge of IFCI.

### **30. Preliminary Examinations**

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

### **31. Reservation Right**

Bidders will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to IFCI, nor shall bidders have the right to withdraw a proposal once it has been submitted.

### **32. 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, IFCI may, at its discretion, extend the last date for the receipt of Bids.

### **33. 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 exceptional 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.

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

### **34. 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.

### **35. 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.

### **36. 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.

### **37. 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 (including but not limited through Web/Mail), IFCI holds the right to take such action as may be necessary.

### **38. Clarification of Tender Document**

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

### **39. 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.

### **40. 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 outright 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.

### **41. 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.

### **42. Commercial Rejection Criteria**

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

### 43. Fraud and Corrupt Practices

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Evaluation and Selection Process. Notwithstanding anything to the contrary contained in the RFP, IFCI shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Evaluation and Selection Process.

In such an event, IFCI shall, without prejudice to its any other rights or remedies, be entitled to corrective legal action including recovery of damages, as the case may be.

Without prejudice to the rights of IFCI hereinabove and the rights and remedies which IFCI may have under the Work Order / Award Letter (AL), if a Bidder, is found by IFCI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue/acceptance of the AL, such Bidder shall not be eligible to participate in any assignment or RFP issued by IFCI during a period of 2 (two) years from the date such Bidder is found by IFCI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

**(a) "Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IFCI who is or has been associated in any manner, directly or indirectly with the Selection Process or the AL or has dealt with matters concerning the AL or arising there from, before or after acceptance thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IFCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);

**(b) "Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**(c) "Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;

**(d) "Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by IFCI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; and



(e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders or any other party with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **44. 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.

Bid, 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.

#### **45. 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.

#### **46. 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 an Agency in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. Notwithstanding anything contained herein above, IFCI shall have the right to terminate this Agreement at any time during its currency by giving fifteen (15) days’ Notice to the Vendor without assigning any reason and without liability therefore to the Vendor and IFCI shall be entitled to recover any money becoming due under this Agreement from the Vendor. 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.

#### **47. 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.

#### **48. 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.

#### **49. 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.

#### **50. 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, shall be made available on IFCI website / CPP portal only.

#### **51. Clarification from Bidders**

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.

#### **52. Earnest Money Deposit (EMD)**

Bidders are required to submit Bid Security Declaration Form provided in **Annexure 11**. Bid submitted without Bid Security Declaration Form shall be rejected summarily.

### **53. 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.

### **54. 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 vendor 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 bidder shall be disqualified from for any contract for a period of One (1) year, 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.

### **55. 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.

### **56. 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 3% of the total Contract Value. BG format attached as **Annexure 10**.

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.

- i. The validity of Bank Guarantees towards Security Deposit shall for the duration of contract +3 Months, (i.e., 39 months) and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the **Service Providing** Agency, by IFCI.
- ii. It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by IFCI. IFCI shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
- iii. In case the Bank Guarantees are not extended before the expiry date, IFCI reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- iv. E-Tenderers to note that any corrections to Bank Guarantees shall be done by the issuing Bank only through and amendment in an appropriate non judicial stamp paper.
- v. The Original Bank Guarantee shall be sent directly by the Bank to IFCI under Registered Post (Acknowledgement Due), addressed to the Deputy General Manager (CPD), IFCI Ltd., IFCI Tower, 61 Nehru Place, New Delhi - 110 019.

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.

## **57. Return of Security Deposit**

Security Deposit/Bank Guarantee shall be released to the **Service Providing** Agency after deducting all expenses /other amounts due to IFCI, if any, after completion of the contract subject to satisfactory completion of the work.

## **58. 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 0.5% 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, in whole or in part, without notice to the Vendor in the event of breach of this Agreement or for recovery of liquidated damages.

## **59. Rights of IFCI**

- i. Decision of IFCI in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Vendor.
- ii. In case of any dispute between the Vendor and IFCI, the IFCI shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.
- iii. The FCI has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving three month notice in advance to the agency in writing or by making equivalent payment thereof.
- iv. In case of any difference of opinion or dispute arising between the parties, regarding interpretation or implementation of any of the terms and conditions of the contract / agreement, then the same shall be referred to the MD & CEO/DMD of IFCI whose decision shall be final and binding upon both the parties. However, for all matters jurisdiction shall be at the local courts located at New Delhi.
- v. IFCI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the deployed personnel of the service providers with IFCI.

## **60. 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 (7) 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 Vendor, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service. IFCI reserves the right to terminate the contract without assigning any reason giving Seven (7) days' notice to the vendor.
- Other Grounds for Termination: IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases:-
  - The Bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
  - It is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.

- If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
- For any reason whatsoever, the selected Vendor becomes disentitled in law to perform his obligations under this agreement.
- The bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of IFCI.
- Persistent disregard to the instructions of IFCI.
- Non fulfilment of any contractual obligations

Notwithstanding the above, if the Vendor discontinues its business at any point of time due to any reason whatsoever, the Vendor shall give notice in writing, Seven days prior to the closure of discontinuing the business to the IFCI and shall give all assistance to the IFCI till the contract is suitably transferred to other Vendor/Agencies.

IFCI reserves the right to terminate the contract without assigning any reason by giving seven days' written notice to the bidder.

## **61. 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 Vendor'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.

## **62. Arbitration & Reconciliation**

- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Vendor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitrator appointed by IFCI.
- The award of the Arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
  - i) The cost of arbitration shall be borne equally by both the parties.
  - ii) Work under the contract shall be continued during the arbitration proceedings.

\*\*\*\*\*

**CHAPTER - 7**

**ANNEXURES**

**For**

**Selection of Vendor for Enhancement, Development, Production  
Support and Maintenance of Sugar Development Fund (SDF) Portal**

**IFCI Limited**

**RFP No. IFCI/CPD-SDF/E-Tender/2021-22/08**

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



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

**Tender No:** -----

**Dated:** .....

To,

Dy. General Manager (CPD)  
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)/ (Scope of Work / Technical Requirement / 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 submitted Bid Security Declaration Form as per details furnished in the tender document.

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

Dy. General Manager (CPD)  
IFCI Limited  
IFCI Tower  
61 Nehru Place  
New Delhi – 110 019

Dear Sir/Madam,

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

Tender Reference No: \_\_\_\_\_

Re: Supply and Installation (17 New Layer-2 Network Switches will be installed in place of old) of Layer -2 Network Switches

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) as per advertisement.
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, and acceptance to Reverse bidding process.

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

14. 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 & Eligibility Criteria**

**Sub:** Selection of Vendor for Enhancement, Development, Production Support and Maintenance of Sugar Development Fund (SDF) Portal

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1.</b>	Name of the Firm/ Company.	
<b>2.</b>	Year of Registration/Incorporation	
<b>3.</b>	Address of the Firm / Company	
<b>4.</b>	(i) Telephone No (Landline) (ii) Mobile No. (iii) FAX No. (iv) E-mail address	Office: Residence:
<b>5.</b>	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.:
<b>6.</b>	Whether MSME	Attach valid MSME certificate
<b>7.</b>	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> <li>• Name of the Bank</li> <li>• Branch and address</li> <li>• IFSC Code</li> </ul>	Copy of recent Bank Statement to be attached
<b>8.</b>	The bidder must be an Indian firm/ company/ organization registered under Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932. (Consortium of companies not permitted)	Certificate of Incorporation and Registration Certificates showing type of firm/ company/ organization
<b>9</b>	The bidder must have a minimum turnover of Rs.10 crores from the line of business of providing software services during the financial year(s) 2017-18, 2018-19, and 2019-20.	Copy of the Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years
<b>10.</b>	The bidder should have positive net worth for last 3 financial years (from 2018-2019, 2019-2020 and 2020-2021)	Copy of the Audited Balance Sheet and / or Certificate of the Chartered Accountant specifying net profits
<b>11.</b>	The bidder should be operating for at least last 3 years in providing web portal maintenance services.	Self-declaration on the bidder's letterhead
<b>12.</b>	Bidder should provide client references and contact details (email / landline / mobile) of 3 customers for whom the Bidder has executed similar projects (Start and End Date of the Project to be mentioned) in the past 3 years. (from 2018-2019, 2019-2020 and 2020-2021)	Client References: 1. 2. 3.
<b>13.</b>	The bidder should have presence of Senior Management and client servicing team working on the account in New Delhi besides availability of not less than 15 software resources at its New Delhi office/location /clients	List of officials, designations & contact details.

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>14.</b>	The bidder must have following valid certificates: ➤ Permanent Account Number ➤ GST Registration Number	Attested copy of all certificates
<b>15.</b>	The bidder should exhibit the ability to work with a wide range of application development tools, as well as the incorporation of Enterprise Resource Planning system (Minimum 5 such assignment in BFSI domain/ Financial company)	Details of work done in financial services sector in last 3 years.
<b>16.</b>	The Bidder Company should not currently have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders' company letter head
<b>17.</b>	The Bidder should not be owned or controlled by any Directors or Employees (or Relatives) of IFCI both present and those who have retired in the last 5 years	A self-declaration on the bidder's letterhead
<b>18.</b>	Integrity Pact – To be executed on plain paper	Mandatory <b>(Annexure 9)</b> To be signed by Authorised Signatory

Date:  
Place:

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

**FINANCIAL BID FORMAT**

Financial Bid - Selection of Vendor for Enhancement, Development, Production Support and Maintenance of Sugar Development Fund (SDF) Portal

(In Rupees)

**PART - A**

Sl. No.	Item	Total Cost
1	2	3
1.	Maintenance cost of existing portal (a)	
2.	Portal Development – Phase I (b)	
3.	Portal Development – Phase II (c)	
4.	Cert-In Audit Certification (d)	
	<b>Total (a + b + c + d)</b>	

**PART - B****Maintenance Cost (3 Years) - Annual Maintenance Support**

SL. No.	Item			Total Cost
1	2			3
1.	Year 1	Year 2	Year 3	
	<b>Total (e)</b>			

(Total Cost = (Part A + \* Present Value of Part B) INR. \_\_\_\_\_)

**Conditions:**

1. Costing for determination of **L1** bidder will be done on the basis of the cost given at **Part A** and annual maintenance cost give at **Part B** of the above table.
2. The vendor must provide details of the team composition along with a Project Manager with minimum experience of 5 years and ability to understand business requirement. The CV of the Project Manager must be submitted along with the Technical Bid.
3. The vendor shall also share the details of team composition with details like experience/ skill/ no. of year of working in the organization/ no. of projects worked with the technology stack as required for the SDF Portal along with certifications details if any.
4. The difference between rates of AMC between any consecutive years shall not be more than 30% of the Cost for Part A.
5. A discount rate of IFCI Benchmark rate as on the date of Bid Evaluation shall be used for evaluation the present value of AMC Rate.
6. The Offer will be finalized based on detailed assessment of 'Financial Bids'. IFCI reserves the right to seek any information/ clarification from the bidder(s) during analysis of the Bids. In

case, the bidder fails to provide sought information in time, IFCI can reject such bid(s) without entertaining further requests/ communication in this regard. Further, IFCI is not bound to select the lowest bidder.

7. The Bidders are advised to quote rates after careful analysis of cost involved considering all specifications and conditions of the contract. In case, the quoted rates (or any part of the quoted rates) found to be unusually high or unusually low, it will be a sufficient ground for IFCI to reject such offer(s) unless reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the Bidder on demand.
8. IFCI also reserves the right to cancel the bid at any stage of the selection process without assigning any reason.
9. Submission of offer in any other format may result in cancellation of the offer.

Name, Signature, Seal of the Bidder with Company Seal

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

---

To,

Dy. General Manager (CPD)  
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)

<b>Name</b>	<b>Organization</b>	<b>Designation</b>	<b>Mobile</b>	<b>Phone</b>	<b>Email address</b>

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:**

<b>Sl. No.</b>	<b>Section Number</b>	<b>Page Number</b>	<b>Query</b>

**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,

Dy. General Manager (CPD)  
IFCI Limited  
IFCI Tower  
61 Nehru Place  
New Delhi – 110 019

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/Manpower Agencies/Sub-Manpower agencies/Counter Parties
1. The Counter Party (ies) undertake (s) to demand from all sub-Manpower agencies a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-Manpower agencies / sub-vendors.
  2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
  3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.
- F. Independent External Monitor (IEM)
1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the IEM is as under: -  
  
Shri Janak Digal  
Email Id: [janakdigal85@gmail.com](mailto:janakdigal85@gmail.com)  
  
Shri Balraj Joshi  
Email Id: [balrajjoshi@hotmail.com](mailto:balrajjoshi@hotmail.com)
  2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD & CEO/ DMD, IFCI Ltd.
  3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Manpower Agency's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.



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

G. Duration of the Integrity Pact (IP)

1. This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.
2. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, IFCI Ltd.

H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.

4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

I. Legal and Prior Rights

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

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

\_\_\_\_\_  
(For and behalf of Principal)

\_\_\_\_\_  
(For and behalf of Counter Party)

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.

**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 Lodgement of Claim: -----

This Deed of Guarantee executed at New Delhi on this day-----of-----by \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at ....., inter-alia, a Branch Office at ..... (hereinafter referred to as `Guarantor', which expression shall, unless it be repugnant to the subject or context thereof, include their successors and assigns) in favour 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 97% of the price of the said ----- will be paid to the Supplier by IFCI on delivery of the said assignment and balance 3% upon furnishing a bank guarantee to IFCI, equivalent to 3% of the cost of the said - ----- . Amounting to Rs.----- (Rupees ----- only), valid for a period of three month plus three months shall be submitted within 30 days from the date of acceptance of work order 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 3% 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 services or 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 3% 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 non-performance 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 and valid for a period of three months plus three months shall be submitted within 30 days from the date of acceptance of work order 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

**Bid Security Declaration Form**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To

Dy. General Manager (CPD)  
IFCI Limited  
IFCI Tower  
61 Nehru Place  
New Delhi – 110 019

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture/Partnership, the Bid Securing Declaration must be in the name of all partners to the Joint Venture/partners that submits the bid)

\*\*\*\*\*