



**Request for Proposal (RFP)**

**For**

**Engagement of Consultant for Direct Tax Matters of IFCI Limited**

**Mode of Tender - E-Bidding/E-Tender (on CPP Portal)**

**Last Date of Submission /Uploading of Bids  
12:00 Noon on 17/01/2022**

**Addressed  
To  
General Manager (CPD)  
IFCI Limited  
IFCI Tower, 61 Nehru Place  
New Delhi – 110019**

## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Bidder on the terms and conditions set out in this RFP document. This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. 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.

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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.

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## Chapter-1

### Introduction

- a. The Industrial Finance Corporation of India was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector. The name of the company was subsequently changed to IFCI Ltd (IFCI). IFCI is now a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a non-Deposit taking Systematically Important NBFC.
- 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.
- c. IFCI is engaged in the business of providing financial assistance in the form of loans & equity participation or in any other form or scheme as may be deemed expedient. Besides above, IFCI is also investing, financing, deploying funds into quoted/unquoted Shares, Bonds, Mutual Funds and other securities and undertakes the sale & purchase of securities on regular basis. The investment/ financing through securities and trading thereof constitutes a major part of the business operations of IFCI. It is also engaged in consultancy and advisory services. IFCI has six subsidiaries and seven step-down subsidiaries.

#### Invitation for Tender Offer:

- a. IFCI invites bids for Engagement of Consultant for Direct Tax Matters of IFCI Limited, **from Chartered Accountancy (CA) Firm registered with Institute of Chartered Accountants of India (ICAI) with a minimum 10 years' experience and based in Delhi NCR area.**
- b. Contract would be for a period of one year, with an option to extend it for another two year(s) in one or more tranches at the discretion of IFCI at mutually agreed terms and conditions.
- c. Selected Bidder has to provide, manage and maintain all necessary infrastructure components and services that would be necessary as per the requirements of this RFP. The assignment shall be completed to the satisfaction of IFCI.
- d. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in fees payable.

### Key Events & Dates

| Sl. No. | Particulars   | Details  |
|---------|---|--|
| 1       | Tender Notice No  | IFCI/CPD-CAT/E-Tender/2021-22/22   |
| 2       | Tender Name   | Engagement of Consultant for Direct Tax Matters of IFCI Limited  |
| 3       | Bid Security / EMD  | EMD Declaration as per <b>Annexure 11</b>  |
| 4       | Date of Issue   | 27/12/2021   |
| 5       | Date of Pre-Bid Meeting   | 03/01/2022, 3:00 PM (Through WEBEX Meeting. Mail to <a href="mailto:rfpquery@ifcilt.com">rfpquery@ifcilt.com</a> for meeting link)   |
| 6       | Last date for seeking clarifications, if any                      | 04/01/2022, 02:30 PM   |
| 7       | Last date & time of submission of Bid (Technical & Financial Bid) | 17/01/2022, 12:00 Noon   |
| 8       | Tender Document   | The details can be downloaded from CPP portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> or from IFCI website <a href="https://www.ifcilt.com/(Tenders">https://www.ifcilt.com/(Tenders</a> - procurement-goods-and-services). |
| 9       | Date & time of opening of Technical Bids                          | 18/01/2022, 12:30 PM   |
| 10      | Date & time of opening of Financial Bids                          | Shall be communicated to technically qualified bidders   |
| 11      | Name of the contact person for any clarification                  | Shri Saurabh Kumar (Mob: 9810094438)<br>Shri Bhagwan Singh (Mob: 9990725640)   |
| 12      | e-mail Address  | <a href="mailto:rfpquery@ifcilt.com">rfpquery@ifcilt.com</a> (Please quote the RFP No. in the Subject Line of the e-mail)  |
| 13      | Validity of Proposal  | The rates in tender document shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.   |

**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 liable to be rejected.

## 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-III) as per information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any certifying agency approved by Controller of Certifying Authorities (CCA).

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 | <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> |
| 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 (**Annexure 11**) along with technical bid.
    - ii. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for 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.
    - iii. Technical bid i.e., all Annexures (including all the pages of tender document), except Financial Bid, must be signed by the authorized representative along with date as token of acceptance of the terms & conditions of tender.
  - b) **Financial Bid: (.xls):** Bidders must read the terms and condition as mentioned in the format / tender document and submit the form accordingly. Bidders are required to check the prices / amount carefully before uploading financial bid.
4. Submission of more than one bid is not allowed and shall result in disqualification of bidder.
5. **Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.

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

**7. Authorization and Attestation:**

The bidders have to submit an Authorization Letter or valid Power of Attorney on behalf of 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 Bidders are 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. 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.
13. Bidders' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender document.
14. The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in his offer.
15. Non-compliance with any of the requirements and instructions of the e-tender document may result in the rejection of the tender.
16. 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.
17. 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.
18. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IFCI.

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**Chapter-3**  
**Eligibility Criteria**

**I. Eligibility Criteria for Pre-Qualification of the Bidders:**

The firm applying for the assignment as mentioned in the scope of work shall fulfill the following Technical Eligibility Criteria:

| Sl. No. | Eligibility Criteria   | Document Required to be submitted along with the Technical Bid  |
|---------|--|---|
| 1       | The Bidder should be a CA Firm registered with ICAI with minimum experience of 10 Years and based in Delhi NCR Area.<br><b>(9 years in case of MSEs)</b>   | <ul style="list-style-type: none"> <li>• Copy of Certificate of Practice issued by ICAI.</li> <li>• Proof of Office in Delhi NCR Area.<br/>(MSEs claiming exemption shall provide valid MSE certificate)</li> </ul>   |
| 2.      | The bidder should have an average turnover of Rs. 25 Crore or more from consultancy in <b>Direct Tax matters</b> in preceding three Financial Years i.e., FY: 2018-19, 2019-20 and 2020-21.<br><b>(Rs.20 crore in case of MSEs).</b> | Copy of the Audited Balance Sheet and/or CA Certificate specifying turnover from consultancy in <b>Direct Tax matters</b> for preceding three FY: 2018-19, 2019-20 and 2020-21.<br>(MSEs claiming exemption shall also provide valid MSE certificate)   |
| 3       | The Bidder should have positive net worth for preceding three Financial Years i.e., FY: 2018-19, 2019-20 and 2020-21.  | Copy of the Audited Balance Sheet and / or Certificate of the Chartered Accountant specifying positive net worth for preceding three FYs: 2018-19, 2019-20 and 2020-21.   |
| 4       | Bidder should have at least 10 partners with Chartered Accountancy qualification. The partners should have expertise in providing consultancy and representation services in direct tax matters.                                     | <ul style="list-style-type: none"> <li>• List of Partners along with details viz. Name, designation, qualification, post qualification experience and period of association with the firm.</li> <li>• Declaration of expertise in providing consultancy and representation services in direct tax matters.<br/>(The same should be attested by authorised signatory of the bidder on their letterhead)</li> </ul> |
| 5       | The Bidder and its Partners should not have any conflict of interest with IFCI and accordingly, they should have declared in the manner, advised in this Tender Document.  | Undertaking/ Declaration to the effect by authorised signatory (on letterhead of the firm).   |
| 6       | Bid shall not be submitted in consortium.  | Undertaking/ Declaration to the effect by authorised signatory (on letterhead of the firm).   |
| 7       | The Bidder should have provided consultancy in direct tax matters in at least five (5) listed companies having total income of Rs. 2000 crore in any of preceding three financial years, i.e., FY: 2018-19, 2019-20 and 2020-21.     | Copy of Work Order and any one of following documents: <ul style="list-style-type: none"> <li>➤ Proof for providing direct tax consultancy; or</li> <li>➤ Certificate for successful completion of work/ Performance report by the client.</li> </ul>   |



| <b>Sl. No.</b> | <b>Eligibility Criteria</b>  | <b>Document Required to be submitted along with the Technical Bid</b>   |
|----------------|--|---|
| 8              | The Bidder should have provided consultancy in direct tax matters at least two NBFC(s)/ Bank.  | Proof of providing consultancy in direct tax matters to at least two NBFC(s)/ Bank.   |
| 9              | The Bidder must have following valid Certificates:<br>➤ Permanent Account Number<br>➤ GST Registration   | Attested Copy of PAN & GSTIN  |
| 10             | The bidder should not be black listed or banned for business by any Public Sector undertaking / Govt. Department/ MNC/ Private Limited Companies in India or abroad. | Undertaking/ Declaration by authorised signatory of the bidder on their letterhead as per format provided in <b>Annexure 12</b> . |
| 11             | Work plan for effective execution of the assignment at IFCI.   | Bidder should submit work plan attested by authorised signatory of the bidder on their letterhead.                                |
| 12             | Integrity Pact – To be executed on plain paper.  | Integrity Pact signed by authorised signatory of the bidder on their letterhead as per format provided in <b>Annexure 9</b> .     |
| 13             | EMD Declaration  | EMD Declaration signed by authorised signatory of the bidder on their letterhead as per format provided in <b>Annexure 11</b> .   |

**Note:** Bidders must mention all the page numbers in **Annexure 3** under the heading “Bidder’s General Information & Eligibility Criteria” regarding the supporting documents of Eligibility Criteria.

Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the ‘Eligibility Criteria’ section. Bids not complying with the eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation. IFCI reserves the right to cancel the bid / call for clarifications in this regard. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won’t be considered as credentials towards satisfying eligibility criteria.

## II. Evaluation of Technical and Financial Bids:

- i) Selection of the successful bidder shall be based on techno-commercial combined score. Weightage of 60% and 40% shall be given to technical criteria and financial bid respectively. Minimum technical score required is 50 with qualification in each criteria. Any bidder scoring technical score of less than 50 will not be considered for financial evaluation;
- ii) Technical Bids shall be opened first and evaluated for the bidder's eligibility criteria, bid completeness, bid conformity, bid responsiveness, before opening Financial Bid;
- iii) The Technical score shall be determined in the following manner:

| Sl. No. | Criteria                        | Description  | Max. Score | Scores based on achievement    |                   |       |
|---------|---------------------------------|--|------------|--------------------------------|-------------------|-------|
| 1.      | <b>Experience</b>               | Bidder should be a Chartered Accountancy firm registered with ICAI with a minimum experience of 10 years and based in Delhi NCR area.<br><b>(9 years in case of MSEs)</b>  | 20         | General (non-MSE)              | MSE               | Score |
|         |                                 |  |            | ≥ 10 - ≤ 15                    | ≥ 09 - ≤ 14       | 10    |
|         |                                 |  |            | > 15 - ≤ 20                    | > 14 - ≤ 19       | 15    |
|         |                                 |  |            | > 20                           | > 19              | 20    |
| 2.      | <b>Turnover</b>                 | The Bidder should have an average turnover of Rs.25 crore or more from consultancy in direct tax matters in immediately preceding three Financial Years (2018-19, 2019-20 and 2020-21).<br><b>(Rs.20 Crore in case of MSEs).</b> | 20         | General (non-MSE)              | MSE               | Score |
|         |                                 |  |            | ≥ 25 Cr – ≤ 65 Cr              | ≥ 20 Cr – ≤ 52 Cr | 10    |
|         |                                 |  |            | > 65 Cr – ≤ 100 Cr             | > 52 Cr - ≤80 Cr  | 15    |
|         |                                 |  |            | > 100 Cr                       | > 80 Cr           | 20    |
| 3.      | <b>No. of Clients</b>           | Bidder should have provided consultancy in direct taxation in at least five listed companies having Rs.2000 crore of total income in any of preceding three financial years.   | 20         | Number of Clients              |                   | Score |
|         |                                 |  |            | = 5                            |                   | 10    |
|         |                                 |  |            | > 5 - ≤ 10                     |                   | 15    |
|         |                                 |  |            | > 10                           |                   | 20    |
| 4.      | <b>NBFC/ Banking Experience</b> | Bidder should have provided consultancy in direct tax matters in at least two NBFC(s)/ Bank.   | 20         | NBFC/Bank Clients              |                   | Score |
|         |                                 |  |            | = 2                            |                   | 10    |
|         |                                 |  |            | > 2 - ≤ 5                      |                   | 15    |
|         |                                 |  |            | > 5                            |                   | 20    |
| 5       | <b>No. of Partners</b>          | Bidder should have at least 10 partners and professionals with Chartered Accountancy qualification. The professionals should have expertise in providing consultancy and representation services in direct tax matters.          | 20         | Number of Partners in the Firm |                   | Score |
|         |                                 |  |            | = 10                           |                   | 10    |
|         |                                 |  |            | > 10 - ≤ 20                    |                   | 15    |
|         |                                 |  |            | > 20                           |                   | 20    |
|         |                                 | <b>Total Marks</b>   | <b>100</b> |                                |                   |       |

- iv) **Techno-Commercial Score:** The final score shall be calculated for all technically qualified bidders using the formula:  $[(\text{Technical score}/ \text{Highest Technical Score}) \times 60\%] + [(\text{Minimum Financial quote}/ \text{quoted price of the Bidder}) \times 40\%]$ ;

**Example:** 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  $\rightarrow (\text{Individual Score}/ \text{Highest Score} \times 100)$ . 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:

$$\begin{aligned} \rightarrow \text{Bidder A} &= [(100 \times 0.60) + (75 \times 0.40)] = 90.00 \text{ (H2)} \\ \rightarrow \text{Bidder B} &= [(90 \times 0.60) + (100 \times 0.40)] = 94.00 \text{ (H1)} \\ \rightarrow \text{Bidder C} &= [(80 \times 0.60) + (93.75 \times 0.40)] = 85.50 \text{ (H3)} \end{aligned}$$

- v) The bidder with the highest Overall or Combined Score as computed above will be considered for engagement.
- vi) 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.
- vii) The financial bids shall be opened for the firms getting minimum 50 marks in technical evaluation;
- viii) In case of a tie, preference will be given to the bidder having higher technical scoring;
- ix) In order to understand profile of the firm and to have a clear understanding of the areas in which firm is having requisite expertise, IFCI may at its absolute discretion invite one or more or all the bidders for further presentation;
- x) IFCI reserves all rights to accept or reject any or all proposals without assigning any reasons; and
- xi) Bidders should submit their Technical & Financial Bids strictly in the format given in **Annexure 3** and **Annexure 4**, respectively.

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**Chapter-4**  
**Scope of Work**

**For**

**Engagement of Consultant for Direct Tax Matters of IFCI Limited**

**RFP No: IFCI/CPD-CAT/E-Tender/2021-22/22**

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

## **Chapter-4**

### **Scope of Work**

- i) To provide opinion/ advice on various queries/ issues concerning Income Tax (IT) matters pertaining to IFCI, supported with legal provisions and case laws precedence. It shall, inter-alia, include various aspects:
  - a. Adoption of Income Computation and Disclosure Standards
  - b. Provision for Tax
  - c. Minimum Alternate Tax
  - d. Deferred Tax Asset and Liability
  - e. TDS and TCS (including foreign payments)
  - f. Accounting aspects (including Ind AS)
- ii) To provide timely analysis and advice on the amendments in income tax laws relevant to IFCI and providing assistance in consequent modification required in the IT systems, accounting processes, record maintenance etc. for ensuring adherence to the amended provisions;
- iii) To assist IFCI in tax planning and advising on various tax efficient options considering business model of IFCI;
- iv) Advice/opinion on income tax matters related to personnel and corporate taxation;
- v) Assistance in and Verification of-
  - a. Computation of advance Income Tax, Self-Assessment Tax, Dividend Distribution Tax & other payments of direct taxes to be made by the Corporation; and
  - b. Computation of provision of Income Tax including MAT.
- vi) Pursuing, assisting and coordinating with Tax Authorities for timely refunds;
- vii) Assisting in preparation of details required for completion of tax audit;
- viii) Rendering expert opinion as and when required by IFCI for all the taxation issues of IFCI and its Subsidiaries; and
- ix) Any other matter relating to Direct Taxes including ICDS, TDS and TDS proceedings etc.

#### **A) Compliance Services**

- i) To prepare and file income tax return including revised returns along with detailed computation of income and all other matters that may be relevant with respect to the filing of the return;
- ii) To prepare status notes in respect of Income Tax matters, whenever sought;
- iii) Compliance of TDS provisions and Filing of quarterly TDS returns/revised returns using necessary software utilities for submission to TRACES/NSDL. And assistance in any issues raised in TRACES;
- iv) Reconciliation of TDS as per Books of Accounts with the Form 26AS available on Income Tax web site and reconciliation of Income as per Form 26AS and Books of Accounts;

- v) Annual filing of application u/s 197 for obtaining certificate for deduction of TDS at lower/NIL rate; and
- vi) To prepare and file annual Statement of Financial Transaction (SFT return - form 61A) and any other return/forms as applicable and required in Direct tax laws.

**B) Representation Services**

- i) To represent before the appellate authorities – CIT (Appeals) or any other equivalent appellate authorities for appeal matters. The Consultant shall be required to handle the appeals originating during the contracted period till its final disposal only up to the level of CIT (Appeals) or equivalent level. (i.e. till final disposal of appeal);
- ii) To appear before various IT authorities including IT Intelligence wing, for IT matters including assessment/re-assessment proceedings and respond to the notices/queries issued by them;
- iii) To follow-up with the various IT authorities for pending appeal effects, refund orders, rectification orders and other pending actions on the part of IT authorities. Since IFCI has many pending orders/effects, follow-up shall form a major component of the scope of work. The consultant is expected to review all the files/records connected with pending appeal and rectification effects, for each assessment year. The consultant is expected to draft applications and submit it on our behalf before the income tax authorities for obtaining effects in respect of the pending matters;
- iv) To provide opinion/ advice on the issues raised during inquiry/ assessments conducted by IT authorities and drafting replies including vetting of the details/ documents to be furnished to the authorities;
- v) To prepare opinion paper, query sheet, submissions, paper-book, briefings and affidavit, applications, as and when required, for appeals before various appellate authorities, authority for advance rulings (AAR) or any other IT authority;
- vi) To represent IFCI before the appellate authorities upto CIT (Appeals)/ AAR/ and other equivalent Appellate authority for this purpose;
- vii) To provide handholding and end to end support in dealing with advocates/consultants associated with IFCI for income tax matters pending before ITAT, High Court and Supreme courts, if any. The support shall include providing advice, preparation of required documentation and participation in all the discussions with advocates; and
- viii) To prepare status notes in respect of pending Income Tax matters, whenever sought.

**Note:** Further, although the Wealth Tax has been abolished still if any query/ notice/ proceedings etc. initiated against IFCI by the tax authorities then the same is also to be taken care by the consultant on the same lines as of Income tax as detailed in the above paragraphs.

## C) Terms & Fee Structure

- i) The fee shall be payable in the following manner:
- a. 50% of the fee shall be payable on quarterly basis;
  - b. 50% of the fee shall be equally allocated to each of the assessment years, in respect of which, appeal effects, rectification effects etc. are pending execution by the Income Tax Authorities. Number of such assessment years standing on the award date shall be considered for fee allocation. The allocated fee shall become payable in respect of any assessment year, on receipt of complete effects pending in respect of such assessment year on the date of award;

(List of pending appeal/rectification effect is attached as **Annexure 15**).

### **Illustration:**

Bidders total fee quote for assignment is X amount, then the fee shall be payable as under:

| <b>Particulars</b>   | <b>Fee</b>           |
|--|----------------------|
| <b>Part I</b> - 50% of the fee shall be payable on quarterly basis   | X/2                  |
| <b>Part II</b> - Fee for rectification/appeal effects pending in 7 Assessment Years (AY) as on 01/02/22 i.e. the original award date             | (50% of X )/7 per AY |
| <b>Part III</b> - Fee for rectification/appeal effects granted during the tenure of the assignment, in addition to those envisaged under Part-II | (50% of X )/7 per AY |

- c. No fees will be paid for any infructuous hearing/adjournment; and
  - d. In case of common/repetitive issues filed at the same time for different assessment years, all appeals filed will be considered as single appeal.
- ii) The place of work shall normally be in Delhi. However, in case partner or any team member of the firm has to travel outside Delhi in connection with the scope of work, travelling and boarding & lodging expenses shall be paid on actual basis, subject to rules applicable to IFCI employees;

## D) Period of Contract

The tenure of the contract shall start from the award date for one year, with an option to extend it for another two year(s) in one or more tranches at the discretion of IFCI at mutually agreed fee terms.

**Chapter-5**  
**Bid Submission and Evaluation Guidelines**  
  
**For**  
**Engagement of Consultant for Direct Tax Matters of IFCI Limited**

**RFP No: IFCI/CPD-CAT/E-Tender/2021-22/22**

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



## Chapter-5

### Bid Submission and Evaluation Guidelines

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

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

#### **Bid Submission**

Bidders who wish to participate in this tender will have to register on line [www.eprocure.gov.in](http://www.eprocure.gov.in). To participate in the e-tendering process, bidders will have to procure Digital Signature Certificate (Type-III) from the list of supporting E Tokens given on the same website. Bidders can also procure Digital Signatures from any certifying agency approved by Controller of Certifying Authorities (CCA).

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

Bidder shall submit their offers online in an electronic format both for "Technical" and "Financial bid".

- 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: Online bids will have to be digitally signed and submitted within the time specified on website [www.eprocure.gov.in](http://www.eprocure.gov.in)

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

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

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

#### **Financial Bid**

The rates as given in the schedule to be quoted in figures and the rates must be exclusive of all taxes but inclusive of out-of-pocket expenses (except for travel outside Delhi) in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

- a. Only one bid would be considered from one firm for online e-Tendering.
- b. The Bidders are also advised to visit the aforementioned websites on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

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 acceptable and liable to be rejected by IFCI.
- 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 to be rejected.
- 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 the selection of desired solution at optimal cost. The purpose of it is only to provide the Bidder an idea of the evaluation process that IFCI may adopt.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and 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.

**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.

**Evaluation of Technical Bids**

IFCI will open all bids in the presence of Bidders' representatives who choose to attend bid opening meeting at time, date and place/mode specified in Key Events and Dates section. The Bidders' representatives, attending bid opening meeting, 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 bidder/s express their inability to attend the opening of bids.

The bidder representative shall bring an authority letter on the firm's letter head to attend / represent the bidder in the meeting, else the person shall not be allowed to attend the meeting.

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

**Price Evaluation Criteria**

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

**Techno-Commercial Score** – Techno-Commercial score will be awarded by taking the combined score of Technical and financial evaluation based on which final award will be decided.

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**Chapter-6**  
**Standard Terms & Conditions**

**For**

**Engagement of Consultant for Direct Tax Matters of IFCI Limited**

**RFP No: IFCI/CPD-CAT/E-Tender/2021-22/22**

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

## **Chapter-6**

### **Standard Terms & Conditions**

#### **Clarification of Tender Document**

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

#### **Amendment of Tender Document**

At any time prior to the last date and time of receipt of 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 accord prospective Bidders reasonable time to prepare their bids, IFCI may, at its discretion, extend the last date and time for submission of Bids.

#### **Completeness of Response**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of this 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 or submission of a proposal not substantially responsive in every respect will be at the Bidder's own risk and may result in rejection of their bid.

#### **Proposal Cost**

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

#### **Any other Information**

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

#### **Validity of the Bid**

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

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

#### **Exclusivity**

IFCI will choose one (1) successful bidder to provide the required services.

Further, no Consortium bids as well as sub-contracting in any form, shall be accepted.

## **Micro & Small Enterprises (MSEs)**

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

- District Industry Centres;
- Khadi and Village Industries Commission;
- Khadi and Village Industries Board;
- Coir Board;
- National Small Industries Corporation;
- Directorate of Handicrafts and Handloom;
- Any other body specified by Ministry of MSME.

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

### **MSE - Allocation**

As the nature of this procurement is such that it cannot be split, hence MSME allocation will not be applicable for this procurement.

### **MSEs – Relaxation**

MSEs would be provided relaxation of 1 year for prior experience and 20% in respect of turnover criteria. Bidders claiming MSE exemption shall provide valid MSE certificate.

### **Preference to Make in India (MII)**

Purchase preference to Class-I Local supplier i.e. a supplier or service provider whose goods or services or works offered for procurement meets the minimum local content (at present 50%) would be given as per order issued by Ministry of Commerce & Industry (Public Procurement Section), GOI vide their Letter No. P-45021/2/2017-PP(BE-II) dated 16/09/2020.

### **Language**

The Bidder shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final.

### **Rectification of Errors**

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

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

### **Rejection of Bid**

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

**(i) General Rejection Criteria**

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

**(ii) Technical Rejection Criteria**

- Technical Bid containing financial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- 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.

**(iii) Financial Rejection Criteria**

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

**Confidentiality of the Document**

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

**Conflict Of Interest**

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

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

**Non-Collusion**

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

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

### **Right to Accept or Reject the Tenders**

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

Tenders, in which any of the particulars and prescribed information are 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.

### **Clarification of bids**

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

### **Debarment**

In case of any misconduct or fraudulent practice, bidder may be debarred in accordance with Guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

### **Assignment**

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

### **Annulment of Award**

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

### **Good Faith Statement**

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

### **Award of Contract**

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



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

If H1 Bidder fails to accept the LOI/PO/Work Order, IFCI will be free to award the contract to other bidders in accordance with overall ranking subject to their matching price approved by IFCI.

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

### **Commencement of Work**

The successful bidder shall commence work within 5 working days from date of award of contract or as per the schedule provided by IFCI, and shall proceed with the same with due expedition without delay.

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

All the work shall be carried out under the direction and to the satisfaction of IFCI.

### **Supplementary Information to the RFP**

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

### **Termination Clause**

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

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by giving seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected bidder, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination: IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion 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.
  - 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.
  - for any reason whatsoever, the selected bidder becomes disentitled in law to perform his obligations under this contract/agreement.
  - the bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred in accordance with guidelines on

"Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

### **Indemnity**

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

### **Jurisdiction**

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

### **Violation of Terms**

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

### **Penalty for deficiency in Services**

Any delay/failure in completion of the job as per the scope of work or part thereof will invite imposition of penalty @ 2% of the contract value per week and/or invocation of performance bank guarantee.

### **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 Bidder from full compliance with the RFP specifications and other contract requirements, if the Bidder is selected.

### **Force Majeure**

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

Force majeure is defined 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 successful bidder informs 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; and
- 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.

### **Performance Security / Bank Guarantee**

The bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of **3% (Three percent)** of the Contract Value, valid for 12 months from the date of its issue plus a claim period of 3 months (in attached format at **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.

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 the scope of Work, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

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

### **Return of Performance Security BG**

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

### **Merger/ Acquisition of Bidder**

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

## **Delays in the Bidder's Performance**

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

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

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

## **Preliminary Examinations**

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

Bidders are 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.

## **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.

## **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.

## **Transition Process**

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

## **Liquidated Damages and Penalties**

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

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

### **Confidentiality of Information**

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

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

### **ARBITRATION & RECONCILIATION:**

- i) In case amicable settlement is not reached in the event of any dispute, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to sole arbitrator. Arbitrator shall be appointed by mutual consent.
- ii) The award of the Arbitrator shall be binding upon the parties to the dispute.
- iii) 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.
- iv) The cost of arbitration shall be borne equally by both the parties.
- v) Work under the contract shall be continued during the arbitration proceedings.

### **Miscellaneous Terms & Conditions:**

- a. This tender document contains information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with IFCI. Neither IFCI nor any of its employees, agents, contractors, or advisors gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document;
- b. Each respondent should notify IFCI Ltd of any error, omission, or discrepancy found in this tender document;
- c. A Respondent will, by responding to IFCI Ltd for tender, be deemed to have accepted the terms of this RFP;
- d. Selected bidder shall during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by IFCI, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its personnel or agents;
- e. The bidders are requested to submit their bids (technical and financial) prior to last date of submission to avoid any technical or other difficulty resulting in non-submission of their bids due to non-availability of portal at last moment and or any reason whatsoever;

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

\*\*\*\*\*

**Chapter-7**

**Annexures**

**For**

**Engagement of Consultant for Direct Tax Matters of IFCI Limited**

**RFP No: IFCI/CPD-CAT/E-Tender/2021-22/22**

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

## Chapter-7

### Annexures

#### Annexure 1

#### Offer Forwarding Letter /Tender Submission Letter

*(To be submitted on Bidder's letter head)*

To

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

Dear Sir,

**Subject:** RFP for Engagement of Consultant for Direct Tax Matters of IFCI Limited

This is in reference to your above-mentioned tender. Having examined the tender document, I/we the undersigned, hereby submit my/our proposal along with necessary supporting documents as desired by IFCI.

Further, I/we agree, that IFCI reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Further, I/we agree to abide by all the terms and conditions as mentioned in the tender document. I/We have also noted that IFCI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]



**Tender Acceptance Letter**

*(To be submitted on Bidder's letter head along with Technical Bid)*

To

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

Dear Sir,

**Subject: Acceptance of Terms & Conditions of Tender**

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

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

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

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

Further, I/We hereby declare that none of my/our partners /directors of my/our Firm/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 is filed/pending during a period of last three years.

I/We certify that all information furnished by my/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then IFCI shall without giving any notice or reason can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

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

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

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

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

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

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

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

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Bidder's General Information & Eligibility Criteria**

| <b>Sl. No.</b> | <b>Particulars (Information Required)</b>  | <b>Bidder's response</b> | <b>Document Page Nos.</b> |
|----------------|--|--------------------------|---------------------------|
| 1              | Name of Chartered Accountancy firm   |                          |                           |
| 2              | Address of the Chartered Accountancy firm  |                          |                           |
| 3              | Year of Registration/Incorporation   |                          |                           |
| 4              | Name & Telephone Number of the Proprietor/person to whom all references shall be made regarding tender:<br>(i) Name of the person<br>(ii) Telephone No (Landline)<br>(iii) Mobile No.<br>(v) E-mail Id                           |                          |                           |
| 5              | Whether MSME/ MSE  |                          |                           |
| 6              | 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>  |                          |                           |
| 7              | The Bidder should be a CA Firm registered with ICAI with minimum experience of 10 Years and based in Delhi NCR Area.<br><b>(9 years in case of MSEs)</b>   |                          |                           |
| 8              | The bidder should have an average turnover of Rs. 25 Crore or more from consultancy in Direct Tax matters in preceding three Financial Years i.e., FY: 2018-19, 2019-20 and 2020-21.<br><b>(Rs.20 Crore in case of MSEs).</b>    |                          |                           |
| 9              | The Bidder should have positive net worth for preceding three Financial Years i.e., FY: 2018-19, 2019-20 and 2020-21.  |                          |                           |
| 10             | Bidder should have at least 10 partners with Chartered Accountancy qualification. The partners should have expertise in providing consultancy and representation services in direct tax matters.                                 |                          |                           |
| 11             | The Bidder and its Partners should not have any conflict of interest with IFCI and accordingly, they should have declared in the manner, advised in this Tender Document.  |                          |                           |
| 12             | Bid shall not be submitted in consortium.  |                          |                           |
| 13             | The Bidder should have provided consultancy in direct tax matters in at least five (5) listed companies having total income of Rs. 2000 crore in any of preceding three financial years, i.e., FY: 2018-19, 2019-20 and 2020-21. |                          |                           |
| 14             | The Bidder should have provided consultancy in direct tax matters at least two NBFC(s)/ Bank.  |                          |                           |

|    |  |  |  |
|----|--|--|--|
| 15 | The Bidder must have following valid Certificates:<br>➤ Permanent Account Number<br>➤ GST Registration   |  |  |
| 16 | The bidder should not be black listed or banned for business by any Public Sector undertaking / Govt. Department/ MNC/ Private Limited Companies in India or abroad. |  |  |
| 17 | Work plan for effective execution of the assignment at IFCI.   |  |  |
| 18 | Integrity Pact – To be executed on plain paper.  |  |  |
| 19 | EMD Declaration  |  |  |

**Note:** Bidder should submit all the required documents as per Eligibility Criteria.

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

## Financial Bid Format

## Re: Engagement of Consultant for Direct Tax Matters of IFCI Limited

**Note: Price Bid mentioned here is for illustration purpose only. Bidders must upload the Financial Bid in Excel Format on CPP PORTAL separately. Financial Bid should not be uploaded in any case along with Technical Bid Documents. If any bidder uploads the Financial Bid along with Technical Bid, the said bidder is liable to be disqualified/ rejected and their bid will not be considered for further evaluation.**

To

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

Dear Sir,

**Re: Engagement of Consultant for Direct Tax Matters of IFCI Limited**

I/We \_\_\_\_\_ (Name) r/o \_\_\_\_\_ (Place of principal office) are pleased to submit my/our Financial Bid for the assignment/ scope of work as mentioned in the tender document. My/Our fee quote for the same is as below:

| Particulars   | Fees (In Rupees)              |                             |
|---|-------------------------------|-----------------------------|
|   | Amount: _____<br>(In Figures) | Amount: _____<br>(In Words) |
| Lump-sum fee for rendering consultancy services in relation to the direct tax matters for Scope of Work as mentioned in the tender document |                               |                             |

The fee above is inclusive of out-of-pocket expenses but exclusive of all taxes.

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Declaration by Authorised Signatory of Bidder**  
*(To be submitted on Bidder's letter head)*

To,

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

Dear Sir,

**Subject: Declaration by Authorized Signatory**

Ref: i) Name of Tender and RFP No. ....,

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

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

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

Enclosed: Power of Attorney/Authorization letter

**Annexure 6**

**Escalation Matrix**

[To be submitted along with Technical Bid]

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

**Dated:** .....

(Starting from the person authorized to make commitments to IFCI till the person in rank of Partner)

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

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Format of sending Pre-bid queries**

**Re: Engagement of Consultant for Direct Tax Matters of IFCI Limited**

Tender No.: .....

Date: .....

Name of the Bidder:

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:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]



**Declaration for Relation in IFCI**  
*(To be submitted on Bidder's letter head)*

To,

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

Dear Sir,

**Subject: Declaration for relation in IFCI**

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

**Tick (✓) any one as applicable:**

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

OR

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

(i)

(ii)

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization 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 authorized 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 two IEMs is as under:-

|   |   |
|---|---|
| 1. Shri Janak Digal<br>Email Id: <a href="mailto:janakdigal85@gmail.com">janakdigal85@gmail.com</a> | 2. Shri Arunendra Kumar<br>Email ID: <a href="mailto:noidarail54@gmail.com">noidarail54@gmail.com</a> |
|---|---|

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 last part of the Agreement. In case of Partnership, authorised representative may sign the IP. IFCI reserves the right for further authentication, if required.



Performa for Performance Bank Guarantee

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

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

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

WHEREAS

i) IFCI has placed orders on M/s ----- having its office at
----- (hereinafter referred
to as 'Vendor') vide its letter No.----- dated ----- for Assignment 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. The Vendor has now submitted invoices to IFCI, for the assignment 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
Vendor by IFCI on delivery of the said equipment 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 one year from the date of contract plus three months and due performance of the said -
-----

iii) At the request of the Vendor, ..... (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 witnessed 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 service and also in case the said ----
----- do not perform satisfactorily during the

guarantee period and the supplier fails to rectify the services 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 service defect noticed and not rectified by the vendor during the period. The guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the vendor admits or denies such claim or question its correctness in any Court, Tribunal or arbitration/proceedings or before any authority.

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

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.----- (Rupees ----- only) and the guarantee shall remain in full force for one year from the date of assignment plus claim period of three months 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**  
[To be submitted along with Technical Bid]

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

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

To

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

I/We the undersigned, declare that:

I/We understand that, according to IFCI's 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 IFCI for a period of one year from the date of notification if I/We am/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 my/our Bid by IFCI 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 issued by IFCI.

I/We understand this Bid Securing Declaration shall cease to be valid if I/We am/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)

## Annexure 12

**Declaration that the Bidder has not been blacklisted**  
*(To be submitted on Bidder's letter head along with Technical Bid)*

To

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

**Subject:** RFP for Engagement of Consultant for Direct Tax Matters of IFCI Limited

Dear Sir,

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

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

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

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

**No Deviation Certificate**  
*(To be submitted on Bidder's letter head)*

To,

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

Dear Sir,

**Subject: No Deviation Certificate**

Ref: i) NIT/Tender No.....,

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

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

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

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

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Letter of Competence Format**

*(To be submitted on Bidder's letter head along with Technical Bid)*

To

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

Dear Sir,

Letter of Competence for Quoting against IFCI's RFP No. /.....

This is to certify that I/we [Insert name of Bidder], Address..... am/are fully competent to successfully deliver the scope of services mentioned in the above-mentioned RFP. This recommendation is being made after fully understanding the objectives of the assignment and requirements like experience etc.

I/We certify that the quality and number of resources to be deployed by me/us for implementation will be adequate to provide the services professionally and competently.

I/We also certify that all the information given by me/us in response to above-mentioned RFP is true and correct.

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

\*\*\*\*\*

**Annexure 15****List of pending appeal/rectification effect**

| <b>Sl. No</b> | <b>AY</b> | <b>Date of Application</b> | <b>Refund of Principal Amount</b> | <b>Remarks</b>  |
|---------------|-----------|----------------------------|-----------------------------------|---|
| 1             | 2001-02   | 30-Apr-04                  | 6,71,32,426/-                     | Rectification application for short grant of TDS credit. The appeal effect application has been shared vide e-mail dated 15 November 2021 post IFCI decision of non-settlement of this year under VSV.  |
| 2             | 2008-09   | 12-Apr-19                  | 3,07,03,599/-                     | This year is proposed to be settled under VSV and the refund has been claimed in VSV forms. Accordingly, refund shall be issued after settlement of the year under VSV.   |
| 3             | 2010-11   | 05-Nov-20                  | 88,33,630/-                       | Application has been filed; order is yet to be received.  |
| 4             | 2014-15   | 29-Dec-20                  | 3,00,62,358/-                     | Rectification application for short grant of MAT credit. This year is proposed to be settled under VSV and accordingly, refund shall be issued after settlement of the year under VSV.  |
| 5             | 2016-17   | 21-Jan-19                  | 50,22,46,679/-                    | Rectification application for short grant of MAT credit and erroneous levy of interest u/s 234A, 234B and 234C. This year is proposed to be settled under VSV and accordingly, refund shall be issued after settlement of the year under VSV.                               |
| 6             | 2017-18   | 31-Dec-20                  | -                                 | Rectification application for short grant of interest u/s 244A. This year is proposed to be settled under VSV and accordingly, refund of interest shall be issued after settlement of the year under VSV.   |
| 7             | 2019-20   | 22-Oct-21                  | -                                 | Assessment order passed on 25 September 2021 and demand raised for INR 74 crore. The assessee has filed CIT(A) on 22 October 2021. Further, the assessee has filed stay of demand and rectification application to adjust the refund with the demand raised for AY 2019-20. |
| <b>Total</b>  |           |                            | <b>63,89,78,692/-</b>             |   |

**\*The above amounts are indicative figures and may change when the AO passes the order in the system.**

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