RFE No. IFCI/IT-Advisory/RFE/2025-26/01 Dated:28/10/2025

Request for Empanelment (**RFE)**

of

Channel Partners

for

Design, Implementation, Maintenance & Business Development of IT Products
and
for providing IT resource & managed services for IT related activities

To be submitted before

28/11/2025

Addressed To
Director (IT-Advisory)
IFCI Limited
IFCI Tower, 61 Nehru
Place New Delhi 110019

Disclaimer

This RFE 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 RFE is to provide the Vendor with information to assist in the formulation of their proposals.

This RFE does not claim to contain all the information each Vendor may require. Vendor (s) should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFE 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 RFE. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE.

This document is meant to provide information only and with an express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the requirement or form the basis of any contract. No representation or warranty, expressed or implied, is made regarding reliability, accuracy, or the completeness of any of the information contained herein. There may be deviation or change in any of the information mentioned herein.

While this document has been prepared in good faith, neither IFCI, nor any of their officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers, even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.

By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI.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

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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IFCI LIMITED
आई एफ सी आई लिमिटेड
(A Government of India Undertaking)
(भारत सरकार का उपक्रम)

Index

1. Introduction

1.1. 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 Company incorporated under Companies Act which is a non-deposit taking Systematically Important Non-Banking Finance Company (NBFC). IFCI is a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI.

1.2. Besides, IFCI role as an NBFC, it is also engaged in consultancy and advisory services. IFCI has six subsidiaries and seven step-down subsidiaries.

2. Invitation for Offers for Empanelment.

2.1. IFCI hereby invites offer for empanelment of Channel Partners for Design, Implementation, Maintenance & Business Development of IT Products and providing IT resource & managed services for IT related activities.

2.2. IFCI reserves the right to cancel this RFE at any stage of process.

2.3. IFCI reserves the right to alter the scope of work at any stage.

2.4. As and when requirements arise, IFCI would seek commercial offers for Manpower, projects /assignment / requirement with detailed scope of work from Vendor(s) who have been empaneled.

2.5. Mere empanelment does not guarantee a Vendor will be awarded a work order.

3. Key Events & Dates

Sl. No.	Particulars	Details
1	Empanelment Notice No	**IFCI/IT-Advisory/RFE/2024-25/01**
2	Bid Security / EMD	NIL
3	Tender Name	Empanelment of Channel Partners for Design, Implementation, Maintenance & Business Development of IT Products and providing IT Resource & Managed Services for IT related activities.
4	Date of Issue	28/10/2025
5	Last date for seeking clarifications if any through email on the email address given in Sl. No. 9 below	17/11/2025
6	Last date & time of submission of the empanelment application	28/11/2025; 13:00 Hrs
7	Date & time of opening of the application	28/11/2025; 17:00 Hrs
8	Place of Bid opening	IFCI Tower, 61 Nehru Place, New Delhi - 110019
9	Name of the contact person for any clarification	Mr. Abinash Das Mr. Shivam Kumar Yadav
10	e-mail Address for seeking clarification	queryrfp@ifciltd.com
11	Validity of Proposal	A minimum period of 90 (Ninety) days

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

4. Instructions to Vendor(s)

4.1. Vendor(s) shall submit their offer in a sealed envelope and submit the same, physically, in the tender box provided at ground floor of IFCI Tower only. The tender box will be earmarked "**Empanelment of Channel Partners for Design, Implementation, Maintenance & Business Development of IT Products and providing IT Resource & Managed Services for IT related activities**".

4.2. **Offline submission of Applications:** Offline applications will have to be submitted within the time specified in RFE in the following manner: -

4.2.1. The information submitted should be prepared very carefully and as indicated in the RFE document since it will form the basis for pre-qualification of Vendor (s). Only relevant and to the point information / document should be provided. Failure to provide any required information may lead to the rejection of the offer. Vendor (s) must read the RFE document very carefully.

4.2.2. Vendor (s) must provide the documents as mentioned in the Evaluation criteria. Only relevant and to the point information/document should be attached. Failure to provide the required information may lead to rejection.

4.3. Submission of more than one offer is not allowed and shall result in automatic disqualification of the Vendor.

4.4. **Validity of the Offer:** The offer submitted by the Vendor (s) shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission, including extensions, if any.

4.5. IFCI reserves the right to reject any or all the applications without assigning any reasons thereof.

4.6. **Authorization and Attestation:** Vendor(s) must submit an Authorization Letter or valid Power of Attorney on behalf of the firm for signing the document.

4.7. The Standard Terms and Conditions of this RFE also form part of the empanelment specifications. The information furnished shall be complete by itself.

4.8. Any conditional offer received shall not be considered and will be summarily rejected in the very first instance without any recourse to the Vendor(s).

4.9. Any submission of the offer shall be deemed to have been made after careful study and examination of this RFE document and with a full understanding of the implications thereof.

4.10. In case of any doubt about the meaning of any portion of this RFE or any discrepancies or omission(s) in the scope of work or any other portion of this RFE or any incomplete portion that requires clarification on any aspect, scope of work etc. the Vendor shall contact the authority inviting the tender as per date and time mentioned in section Key Events and Dates.

4.11. Vendor (s) request for clarification shall be with reference to Sections and Clause numbers given in this RFE document.

4.12. The specifications and terms and conditions shall be deemed to have been accepted by the Vendor in their offer.

4.13. Non-compliance with any of the requirements and instructions of this RFE document may result in rejection.

4.14. 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.

4.15. 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.

4.16. Merely participating in this empanelment process by any party does not confer or constitute any right of association with IFCI, nor any guarantee of any work order.

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5. ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION CRITERIA

A. Mandatory Criteria (Pre-Qualification – Stage1)

S.N	Requirement	Supporting Document
1	The vendor must be a company registered in India. Entities operating as Limited Liability Partnerships (LLPs), partnerships, or sole proprietorships shall not be eligible for empanelment.	Copy of Certificate of Incorporation, GST registration certificate
	The Vendor should be in the business of Implementation, Maintenance & Business Development of IT Products and providing of IT resource & managed services for IT related activities. They must have successfully completed /ongoing at least 5 Large software / portal development projects each of value 25 Lakh **(Twenty-Five Lakh) (inclusive of all)** or above in last five financial years.	Copy of 5 Orders for such large contracts and satisfactory evidence for completion / on-going. The Vendor should have executed projects valued at 25 Lakh or more in the last 3 financial years. The Vendor must issue a declaration including orders and invoices confirming that the revenue accrued from these clients has surpassed the 25 Lakh mark.
	Minimum average revenue from Software Development, Maintenance and Management in India / Globally for the last 3 financial years (i.e. FY 22-23, FY 23-24, FY 24-25) must be least **Rs. 2 crores**. The Vendor must be in profit in at least in 2 years out of last 3 financial years.	Letter from Statutory Auditors / Certificate from Chartered Accountant / Declaration on their letterhead mentioning the annual revenue from software development, maintenance, and management services (excluding any hosting services) and should also confirm that the company is in profit in in profit in at least in 2 years out of last 3 financial years (i.e. FY 22-23, FY 23-24, FY 24-25).
2	I. Expertise in portal development in any of the following technology stack: a) Python/Django/Flask b) Oracle APEX c) MEAN or MERN stack d) .Net/Java Postgres SQL, MySQL, MongoDB or Oracle can be used as database. For developing Dashboards, Power-BI may have been used.	Self-Declaration on the Letter head of the Vendor that they can develop the portal using the mentioned technology.

S.N	Requirement	Supporting Document
	II. The Vendor must have expertise in: a) Developing new portals from scratch in Python (Django), Oracle APEX or MERN/MEAN stack using microservices architecture. b) Mobile development expertise using cross-platform frameworks such as Flutter or React Native c) Expertise in cloud technologies like AWS or AZURE	List of at least 5 such order/projects developed or under development in the desired architecture.
	The Vendor must have on its payroll at least 25 developers with Python Django, Oracle APEX or MERN / MEAN stack skills with a minimum of 6 years of hands-on experience and expertise in developing microservices and portal development using microservices. Prior experience in migrating from Oracle forms & reports to APEX will be an added advantage.	Certificate on the letter head of the Vendor certifying the availability of the resources on their payroll as on the date of issuance of bid.
	IFCI may seek deployment of resources onsite for management of existing portals as well as development of new portals.	Self-Declaration on the letterhead of the Vendor that it is capable and is willing to provide on-site resources as requested by IFCI. Self-declaration agreeing to develop the portal onsite as required by IFCI.
3	The Vendor should have any of relevant certificates as mentioned below: a. SEI CMM Level 3 or higher b. ISO 9001:2015 / ISO/IEC 27001:2013 or higher	Relevant copies to be enclosed.
	The certificates should be valid as on offer submission date and should ensure that the certificates remain valid throughout the empanelment period.	Undertaking on letterhead signed by authorized signatory of the Vendor, stating that the Vendor shall ensure that the certificates remain valid throughout the empanelment period
4	Submission of "Undertaking of Not Being blacklisted that, the firm or none of the firm's Partners or Directors have been blacklisted in India by any Indian State/Central Governments Departments or Public Sector Undertaking of India.	Self-Declaration on the Letterhead of the Vendor.

S.N	Requirement	Supporting Document
5	The Vendor must have an office registered in India and a branch office / Head office in Delhi-NCR for at least 5 years from the date of issuance of bid.	Self-declaration with address and contact details on letterhead signed by authorized signatory of the Vendor.

- Supporting documents requested should be arranged / numbered in the same order as mentioned above.
- Failure to meet any of these criteria will disqualify the applicant and it will be eliminated from further process.
- IFCI reserves the right to verify and / or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive, and binding upon the Vendor(s).
- All certificates or documents should also be self-attested and attached / bind together.
- If at a later stage it is found that applicant has provided false information or has wrongly certified the conditions stated in the eligibility criteria, the applicant shall be liable for appropriate action but not limited to legal action and /or cancellation of agreement / contract / forfeiture of EMD / CPG if deposited as a part of an assignment.

B. Technical Evaluation: (Stage2):

S. No	Evaluation Criteria	Max Marks	Supporting Document
1	List of Software Development Projects done in Django Python, MEAN / MERN stack, Oracle APEX or mobile development a. of size above 25 Lakh (all inclusive), 3 marks for each project b. of size >15 to 25 Lakh (all inclusive), 2 marks for each project (up to 10 marks only) c. of size 10-15 Lakh (all inclusive), 1 mark for each project (up to 7 marks only)	10	Copy of Work Order in name of the Vendor explicitly mentioning the project and it's value. or an Undertaking on company's letter head listing out the project, brief details, and its present status. Screenshots/ URLs of portals, App store links of mobile Apps developed to be provided. If under NDA, redacted versions or internal demos can be accepted.
2	List of Clients in last 3 years (from tender published date) of value 25 Lakhs (all inclusive) and above. i. 5 clients - 5 Marks ii. 5+ Clients - 10 Marks	10	Copy of Work Order in the name of Vendor, explicitly mentioning nature of services.

S. No	Evaluation Criteria	Max Marks	Supporting Document
3	Vendor must have the minimum number of technical resources (in Active Employment) in following areas: a. Django Python, MEAN/MERN stack, Oracle APEX or mobile development (Flutter or React Native) with minimum 6 years of experience i. For 75 or more : 20 marks ii. For 50 to 75 : 5 marks iii. For 25 to 50 : 1 mark b. Postgres SQL, MySQL, MongoDB or Oracle expertise i. 15 or more : 9 marks ii. 5 to 15 : 3 marks iii. Below 5 : 1 mark c. Unix/Linux System Administrator shell scripting i. 10 or more : 3 marks ii. 2 to 10 : 2 marks iii. Below 2 : 1 mark d. Cloud architects, cloud engineers, cloud security specialists, data engineers, cloud administrators in AWS or AZURE i. 21 or more : 5 marks ii. 11 to 20 : 3 marks iii. Below 10 : 1 mark e. CI/CD pipeline setup and management experience i. 5 or more : 3 marks ii. 2 to 4 : 2 marks iii. Below 2 : 1 mark	40	Declaration by Authorized Signatory on Letterhead along with proof of certifications.
4	Average Revenue (IT related activities only) of the Vendor in the last 3 financial years (i.e. FY 22-23, FY 23-24, FY 24-25). i. Above 5 Cr – 10 marks ii. >3 to 5 Cr – 7 marks iii. 1 to 3 Cr – 3 marks	10	Letter from Statutory Auditors / Certificate from Chartered Accountant/ Declaration on their letterhead mentioning the annual revenue from software development, maintenance, and management services (excluding any hosting services)

C. Technical Evaluation (Stage-3) –

1	Presentation (PPT) – Company and its Projects	30	Upon successful evaluation of stage -2, individual presentation from Vendor(s) will be sought regarding its company and projects.

D. Evaluation of Offers

Stage 1: Pre-Qualification (Stage-1)

1. Each of the conditions for Vendor compliance and Vendor Pre- Qualification conditions are mandatory.

Stage 2: Technical Evaluation (Stage-2)

1. Technical Evaluation (TE) will be done only for the Vendor(s) who succeed in parameters stated in Stage-1.
2. Each Technical Bid will be assigned a technical score out of a maximum of 70 marks. Only the Vendor(s) who get a technical score of 42 or more will qualify for Stage-3 Evaluation.

Stage 3: Technical Evaluation (Stage-3)

1. Stage-3 Evaluation will be done only for Vendor(s) who qualify in Stage-2 evaluation. The Vendor who gets a score of 18 and above in Stage-3 will only be qualified for empanelment with IFCI.

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6. Scope of Work

6.1. Objective

6.1.1. The purpose of this RFE is to identify and empanel **Channel Partners** for **Design, Implementation, Maintenance & Business Development of IT Products** and IT resource & Managed Services for IT related activities.

6.1.2. Based on business transactions, as and when they arise, commercial bids with detailed scope of work and applicable terms and conditions will be called for from amongst the empaneled **Channel Partners** or as deemed fit depending upon the transaction at hand.

6.1.3. A Channel Partner may be assigned one or more of above activities.

6.1.4. The **Channel Partners** may also be required to deploy resources onsite if desired by IFCI for both new development as well as maintenance of existing system.

6.1.5. Any other terms and conditions specific to the transaction may be incorporated in the Contract.

6.1.6. The empanelment shall be valid for three years for the date of issuance of empanelment letter.

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7. Document submission Guidelines

7.1. Document submission is required to be done as mentioned hereinafter: -

7.1.1. **Tender documents (One sealed envelope containing two envelopes, one for Pre-qualification and one for Technical Bid) should be submitted in physical mode only in the box provided at Ground Floor, IFCI tower, 61 Nehru Place, New Delhi – 110019.**

7.1.2. Vendor(s) shall submit their offer Offline in physical mode only.

7.1.3. Before submitting their offer, the Vendor(s) shall ensure that all the documents and annexures being submitted are self-certified / signed by the Vendor(s).

7.1.4. Prospective Vendor(s) will be notified of the amendment, if any, which will be final and binding on all the Vendor(s) via notification on IFCI Website only.

7.1.5. To allow prospective Vendor(s) reasonable time to take the amendment into account, in preparing their Bid, IFCI at its discretion may extend the deadline for the submission of Bid.

7.1.6. Further, IFCI reserves the right to scrap the RFE or drop the tendering process at any stage without assigning any reason.

7.2. Evaluation of Technical Bids (Stage-1 and Stage-2)

7.2.1. **IFCI will open all bids in the presence of Vendor's representative(s) who choose to attend bid opening meeting at time, date and place / mode specified in Key Events and Dates section (Section: 3).** The Vendor's representative(s), attending the bid opening meeting, shall sign a register / attendance sheet evidencing their attendance.

7.2.2. IFCI reserves the right to open the bid(s) at the stipulated / notified time & date, even if Vendor(s) express their inability to attend the opening of bid(s).

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

7.2.4. Technical bid response must comply with **all the requirements stated in Eligibility Criteria and must contain all supporting documents mentioned under Section: 5**.

7.2.5. IFCI will evaluate and compare the bids which have been determined to be substantially responsive and meet the criteria and qualify as mentioned in Section-5.

7.2.6. 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 an acceptable deviation.

7.3. Evaluation of Technical Bid (Stage - 3)

7.3.1. Upon successful evaluation of stage -2, individual presentation from Vendor(s) will be sought.

7.4. Financial Bid (To be Submitted by empaneled Channel Partners as and when required by IFCI)

7.4.1. Empanelment of Channel partners will be completed as per the process outlined in this RFE document. As and when service is required by IFCI and if deemed fit, Financial Bid will be called.

7.5. Performance Security / Bank Guarantee (To be Submitted when work has been awarded)

7.5.1. The Vendor, selected from amongst the empaneled Vendors to whom work orders will be issued may be required to submit bank guarantee in BG format (if required) which shall be provided at the time of calling financial bid.

7.6. Return of Performance Security

7.6.1. The Performance Bank Guarantee / DD amount, if submitted, may be discharged / returned by IFCI after the completion of the contract and upon being satisfied with the performance of the obligations of selected Vendor under the contract.

7.6.2. In the event the Vendor is unable to provide the services during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

7.7. Transfer of Bid Document/ Award

7.7.1. Transfer of Bid(s) submitted by successful Vendor to other party is not permissible. IFCI may request any Vendor 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 bid shall be finalized based on the information, available. It shall, therefore, be in the Vendor(s) interest to give complete and comprehensive technical particulars/description and details.

Notes:

- If the physical / offline submission does not include all the information required or is incomplete, the proposal would be liable to be rejected.
- Bid(s) submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and would be liable to be rejected by IFCI.
- The evaluation of the bids will only be based on documents submitted in physical mode only in the box provided at IFCI tower.
- The bid(s) must include all necessary documentation and information to demonstrate compliance with the eligibility criteria outlined in Section 5 for empanelment. Bids with deviation from this format are liable to be rejected.
- Vendors satisfying all Eligibility criteria and technical evaluation criteria outlined in Section 5 shall qualify for the empanelment with IFCI.
- The Tender evaluation committee constituted for the said purpose shall conduct bid evaluation. The purpose of it is only to provide the Vendor(s) with 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 responses by the prospective Vendor(s)), without assigning any reason, whatsoever, and without any requirement of intimating the Vendor(s) of any such change.
- IFCI's decision in respect of evaluation methodology and shortlisting of Vendor(s) will be final and no claims, whatsoever in this respect, shall be entertained.
- Clarification, if any, shall be given in writing.

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8. Standard Terms and Conditions Clarifications

8.1. General Conditions

8.1.1. The prospective Vendor(s) requiring any clarification may notify IFCI on e-mail as specified in Key Events and Dates section.

8.1.2. At any time prior to the last date and time of receipt of bid, IFCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Vendor(s) may modify the Tender Document by an amendment. In order to accord prospective Vendor(s) reasonable time to prepare their bid, IFCI may, at its discretion, extend the last date and time for submission of Bid.

8.1.3. Vendors are advised to study all instructions, forms, terms, requirements, and other information in the RFE documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of this RFE document with full understanding of its implications.

8.1.4. Response to this RFE should be full and complete in all respects. Failure to furnish all the information required or submission of a proposal not substantially responsive in every respect will be at the Vendor's own risk and may result in rejection of their bid.

8.1.5. IFCI shall not be liable for any cost incurred by Vendor(s) in preparing responses to this RFE or for any work performed prior to an official appointment by IFCI.

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

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

8.2. Micro & Small Enterprises (MSEs)

8.2.1. Vendor(s) claiming to be classified as a Micro and Small Enterprises (MSEs) shall provide copy of valid Registration Certificate. MSE Vendor(s) shall provide certificate of registration from either of following agencies:

8.2.1.1. National Small Industries Corporation.

8.2.1.2. Any other body specified by Ministry of MSME.

8.2.2. The Registration Certificate should clearly indicate the monetary limit, if any, and the items for which Vendor(s) are registered with any of the aforesaid agencies

8.3. Language

8.3.1. As and when applicable, the Vendor(s) 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.

8.4. Rectification of Errors

8.4.1. Arithmetical errors in the Financial Bid (as and when applicable) will be rectified on the following basis.

8.4.1.1. 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.

8.4.1.2. If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: If the Vendor does not accept the correction of errors, their bid will be rejected.

8.5. Rejection of Bid

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

8.5.2. General Rejection Criteria

8.5.2.1. Any effort by a Vendor to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Vendor(s) bid.

8.5.2.2. Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.

8.5.2.3. If the information provided by the Vendor is found to be incorrect / misleading at any stage/ time during the Tendering Process.

8.5.2.4. Any evidence of cartelization.

8.5.2.5. Bids received by IFCI after the last date prescribed for receipt of bids.

8.5.2.6. Bids without signature of person (s) duly authorized on required pages of the bid.

8.5.2.7. Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Vendor.

8.5.3. Technical Rejection Criteria

8.5.3.1. Failure to furnish all information required by the RFE Document or submission of a bid not substantially responsive to the Tender Document in every respect.

8.5.3.2. Vendor's not complying with the Technical and General Terms and conditions as stated in the RFE Documents.

8.5.3.3. Vendor’s not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work.

8.5.3.4. If the bid does not confirm to the timelines indicated in the bid.

8.5.4. Financial Rejection Criteria (as and when applicable)

8.5.4.1. Incomplete Price Bid.

8.5.4.2. Price Bids that do not conform to the Tender's price bid format.

8.6. Confidentiality of the Document

8.6.1. The Vendor 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 Vendor leaks any such information to any third party by any means, IFCI holds the right to take such action as may be necessary.

8.7. Conflict of Interest

8.7.1. Vendor(s) 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 the Vendor.

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

8.8. Non-Collusion

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

8.8.2. 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.

8.9. Right to Accept or Reject the Tenders

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

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

8.9.3. IFCI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation.

8.10. Clarification of bids

8.10.1. During evaluation of Bids, IFCI, at its discretion, may ask the Vendor(s) for clarification on 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.

8.11. Debarment

8.11.1. In case of any misconduct or fraudulent practice, Vendor may be debarred from bidding and any existing contract would be terminated.

8.12. Assignment

8.12.1. The Vendor shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCl's prior written consent. The Vendor 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 Vendor from any liability or obligation under the contract.

8.13. Annulment of Award

8.13.1. Failure of the successful Vendor 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 the contract to any other Vendor or call for new bids.

8.14. Good Faith Statement

8.14.1. All information provided by IFCI in this RFE 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 for or liable for any resulting claims arising out of the use of this information.

8.15. Award of Contract

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

8.15.2. The Vendor 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.

8.15.3. If the selected Vendor fails to accept the LOI/PO/Work Order, IFCI will be free to cancel the empanelment.

8.16. Commencement of Work (as and when applicable)

8.16.1. The successful Vendor shall commence services with three (3) days off award of contract or as per the schedule provided by IFCI and shall proceed with the same with due expedition without delay.

8.16.2. If the Vendor fails to provide the services within the stipulated time as per

LOI/PO/Work Order or as intimated, IFCI at its sole discretion will have the right to cancel the contract.

8.16.3. Services shall be provided under the direction and to the satisfaction of IFCI.

8.17. Supplementary Information to the RFE

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

8.18. Termination Clause

8.18.1. IFCI at its absolute discretion reserves its right to terminate the contract / agreement for any reason. No further clarification will be provided in this matter.

8.19. Indemnity

8.19.1. The Vendor shall indemnify and keep indemnified IFCI, its employees, personnel, officers, directors, and its representatives, against all claims, losses, costs, damages, expenses, action suits and other proceedings arising out of any action of Vendor, its officials under document.

8.20. Jurisdiction

8.20.1. 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.

8.21. Violation of Terms

8.21.1. 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 and appropriate to restrain the Vendor(s) and its Partner(s) from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFE. 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.

8.22. Waiver of Minor Irregularities

8.22.1. IFCI reserves the right to waive minor irregularities in proposals provided such action does not lead to any legal implication and the waiver is required in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the "Request for Empanelment" (RFE) requirements or excuse the Vendor from full compliance with the RFE specifications and other contract requirements, if the Vendor is selected.

8.23. Force Majeure

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

8.23.2. Force majeure is defined as an event of effect that cannot reasonably be anticipated and controlled 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.

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

8.23.3.1. 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 Vendor informs IFCI in writing that the Vendor considers himself entitled to an extension of the time limit;

8.23.3.2. That the successful Vendor 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.

8.23.3.3. That the successful Vendor proves that the said conditions have actually been interfered with the carrying out of the contract; and

8.23.3.4. That the successful Vendor proves that the delay occurred is not due to his own action or lack of action.

8.23.4. However, Force Majeure does not entitle the successful Vendor to any relaxation or to any compensation of damage or loss suffered.

8.24. Merger/ Acquisition of Vendor

8.24.1. In the event of the Vendor's Firm or the concerned division of the firm being taken over/bought over/ merged with any other 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.

8.25. Delays in the Vendor's Performance

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

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

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

8.26. Preliminary Examinations

8.26.1. 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.

8.26.2. IFCI at its sole discretion, may 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 Vendor.

8.26.3. Prior to the detailed evaluation, IFCI will determine the substantial responsiveness of each Bid to the Bidding document. For the 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.

8.26.4. If a Bid is not substantially responsive, it will be rejected by IFCI and may not subsequently be made responsive by the Vendor by correction of the nonconformity.

8.26.5. Vendor(s) are expected to examine all instructions, forms, terms and specifications in this RFE. Failure to furnish all information required by this RFE or to submit a Bid not substantially responsive in every respect will be at the Vendor's risk and may result in the rejection of Bid.

8.27. Reservation Right

8.27.1. Vendor(s) will not have the right to change conditions, terms of the proposal once the proposal has been submitted in writing to IFCI, nor shall Vendor(s) have the right to withdraw a proposal once it has been submitted.

8.28. Withdrawal of Bids

8.28.1. 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 in this RFE document.

8.29. Transition Process (as and when applicable)

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

8.30. Liquidated Damages and Penalties (as and when applicable)

8.30.1. If the Selected Vendor 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.

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

8.31. Confidentiality of Information

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

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

8.32. Arbitration & Reconciliation:

8.32.1. In case an 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. The arbitrator shall be appointed by mutual consent.

8.32.2. The award of the Arbitrator shall be binding upon the parties to the dispute.

8.32.3. 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 Delhi.

8.32.4. The cost of arbitration shall be borne equally by both the parties.

8.32.5. Work under the contract shall be continued during the arbitration proceedings.

8.33. Miscellaneous Terms & Conditions:

8.33.1. 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.

8.33.2. The Vendor may notify discrepancy if any under this document.

8.33.3. Bid once submitted be deemed to have accepted the terms of this RFE.

8.33.4. Selected Vendor 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.

8.33.5. The Vendor(s) are requested to submit their bids prior to last date of submission to avoid any technical or other difficulty resulting in non- submission of their bids any reason whatsoever.

8.33.6. 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 Vendor, modify the bidding documents by amendment / addendum/ corrigendum.

8.33.7. Vendor should provide all the information ensuring its completeness and accuracy, in the desired format in a clear and unambiguous manner.

8.33.8. Each Vendor shall submit only one bid for a single .

8.33.9. 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 Vendor/ appointed firm, as may be appropriate.

8.33.10. The successful Vendor shall nominate a Nodal Officer, within 2 days of 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.

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