

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	28-07-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	28-07-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Finance
विभाग का नाम / Department Name	Department Of Financial Services
संगठन का नाम / Organisation Name	Industrial Finance Corporation Of India (ifci)
कार्यालय का नाम / Office Name	Ho
वस्तु श्रेणी / Item Category	Internet Bandwidth and Replication Service - Internet Leased Line; Government Service provider, Private Service provider; Class A, Class B, Unified; National long Distance (NLD); 150
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	21 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	700000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	21500

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	27

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

AGM-IT

HO, Department of Financial Services, Industrial Finance Corporation of India (IFCI), Ministry of Finance
(Rajesh)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Detailed Scope of Service:[1752837380.pdf](#)

Internet Bandwidth And Replication Service - Internet Leased Line; Government Service Provider, Private Service Provider; Class A, Class B, Unified; National Long Distance (NLD); 150 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service	Internet Leased Line
Types of Service providers	Goverment Service provider , Private Service provider
License of Internet lease line (ILL)	Class A , Class B , Unified
License of Lease Line (LL/PP)	National long Distance (NLD)
Bandwidth Capacity (In Mbps)	150
DDOS with Internet Lease line Services	Yes
Latency within India	Less than 100 ms
Latency outside India	NA
Packet Drop (In percentage)	less than 1
Type of Media	Fibre
Link Type(Manageability)	Managed

विवरण/ Specification	मूल्य/ Values
Static IP required (For ILL)	8
Router/ Networking Accessories	Provided by Seller
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Links	अतिरिक्त आवश्यकता /Additional Requirement
1	Nupur Kaushik	110019,10th Floor, IFCI Tower, 61, Nehru Place, New Delhi	1	<ul style="list-style-type: none"> Number of months for which service is required : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

IFCI Limited, IFCI Tower
10th Floor, IT Department
61 Nehru Place
Delhi-110063
Opposite Nehru Place Metro Station
.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

All the queries shall be entertained through GeM portal only.
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अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and

[Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

आरएफपी संख्या आईएफसीआई/आईटी/जीईएम/2025-26/01
RFP No. IFCI/IT/GEM/2025-26/01

दिनांक : 18/07/2025
Dated: 18/07/2025



हेतु
प्रस्ताव अनुरोध (आरएफपी)
Request for Proposal (RFP)
For
150Mbps Internet Lease Line (1:1)

निविदा का तरीका - जीईएम पोर्टल पर ई-निविदा
Mode of Tender - e-Tendering on GEM Portal

से पहले जमा किया जाना है
To be submitted before
28/07/2025

संबोधित करें /**Addressed To**

महाप्रबंधक (आईटी), आईएफसीआई लिमिटेड, आईएफसीआई टॉवर,
61 नेहरू प्लेस, नई दिल्ली - 110019
**General Manager (IT), IFCI Limited, IFCI Tower, 61, Nehru
Place, New Delhi - 110019**

Disclaimer

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. Bidder(s) 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, Key Events and Dates

For

Contract for 150Mbps Internet Lease Line (1:1)

RFP No. IFCI/IT/GEM/2025-26/01

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

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.

2. Invitation for Tender Offers

- a. IFCI invites e-Tender through GeM Portal, in two bid system (Technical and Financial bid), from the OEM or OEM authorised channel partners having sufficient experience in the same field.
- b. IFCI reserves the right to cancel this RFP at any stage of tendering process.
- c. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in charges payable.

3. Key Events & Dates

Sl. No.	Particulars	Details
1	Tender Notice No	IFCI/IT/GEM/2025-26/01
2	Bid Security/ EMD	Rs.21,500/- (Rs. Twenty one Thousand Five Hundred Only) ##
3	Tender Name	Contract for 150 MBPS Internet Lease Line (1:1) at IFCI Limited
4	Date of Issue	18/07/2025
5	Last date for seeking clarifications, if any	As per GeM portal
6	Last date & time of submission of Bid (Technical & Commercial)	As per GeM portal
7	Date & time of opening of Technical Bids	As per GeM portal
8	Date & time of opening of Commercial Bids	Shall be communicated to technically qualified bidder(s)
9	Name of the contact person for any clarification	Mr. Naveen Kumar, 011-4173-2000
10	e-mail Address	itrfpquery@ifcilttd.com (Please quote the RFP No. in the Subject Line of the e-mail)
11	Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from last due date of offer submission (incl. extension, if any)

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

- Exempted for MSME [Relevant document to be provided]

CHAPTER -2

INSTRUCTIONS TO BIDDER(S)

For

Contract for 150Mbps Internet Lease Line (1:1)

RFP No. IFCI/IT/GEM/2025-26/01

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

Instructions to Bidder(S)

1. Bidder(s) shall submit their bid (comprising of "Technical" and "Financial" bid), online at GEM Portal.
2. **Online submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner: -
 - a) **Technical Bid: Scanned Copies to be uploaded (.pdf):**
 - i. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification of bidder(s). 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. Bidder(s) must read the tender document very carefully before signing on it.
 - b) **Financial Bid: (.xls):** Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid.
3. Submission of more than one bid is not allowed and shall result in disqualification of the bidder.
4. **Validity of bids:** Bid submitted by the Bidder(s) 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.
5. IFCI reserves the right to reject any or all the bids without assigning any reasons thereof.
6. **Authorization and Attestation:** Bidder(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.
7. The Standard Terms and Conditions of this RFP also form part of the Limited e-Tender specifications. The information furnished shall be complete by itself. Bidder(s) are required to furnish all the details and other documents as required.
8. Bidder(s) are advised to study all the tender documents carefully.
9. Any conditional bid received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder(s).
10. Any submission of bid shall be deemed to have been done after careful study and examination of this RFP document and with the full understanding of the implications thereof.
11. In case of any doubt about the meaning of any portion of this RFP or any discrepancies or omission(s) in the scope of work or any other portion of this RFP or any incomplete portion or requires clarification on any aspect, scope of work etc. Bidder(s) shall contact the authority inviting the tender as per date and time mentioned in Chapter 1, **Section 3: Key Events and Dates**.
12. Bidder(s) request for clarification shall be with reference to Sections and Clause numbers given in this RFP document.
13. The specifications and terms and conditions shall be deemed to have been accepted by the Bidder(s) in their offer.
14. Non-compliance with any of the requirements and instructions of this RFP document may result in the rejection of the tender.

15. 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.
16. 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.
17. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IFCI.

CHAPTER - 3

Eligibility Criteria

For

Contract for 150Mbps Internet Lease Line (1:1)

RFP No. IFCI/IT/GEM/2025-26/01

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

ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION OF THE BIDDER(S)

The bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation:

ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION		
Bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation		
S. No.	Criteria	Documents to be submitted
1	The bidder must be a company registered in India under Indian Companies Act 1956/ Indian Companies Act 2013. OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act 2008. OR A Consortium registered as a legal entity. OR A Government of India Undertaking.	Certificate of incorporation, photocopy of PAN and GST number issued by competent Authority
2	The annual turnover of the Bidder during the last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25) shall not be less than Rs 25 lakhs. from IT/ITES/Telcom Services and the bidder should have positive net worth as on date.	Audited/CA Certified copies of the balance sheet and profit & loss statement of the last 3 completed financial years (2022-2023, 2023-2024, 2024-2025).
3	The Bidder must provide 5 customers references from PSU's/Govt. Deptt/ Govt organizations.	Relevant supporting documents like "Award of Contract" / "Certificate of Satisfactory Service"
4	The Bidder who has worked with IFCI or subsidiaries in the past, shall provide proof of satisfactory services to IFCI	A letter from competent authority in IT department of IFCI (Head office) Subsidiaries certifying satisfactory services of the Bidder to IFCI
5	The Bidder and its directors should not have been blacklisted by the Government of India or any state government or any of its agencies for any reasons whatsoever and the bidder should not have been blacklisted by Central / any other State/UT Government/PSUs or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the date of Publication of this RFP.	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead.
6	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviation to any mentioned clause shall be sought for.	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead.
7	The Bidder to confirm that the bid is not submitted in Consortium as well as Sub-contracting.	Undertaking/declaration signed by authorized signatory of the bidder on their letterhead.
8	The bidder/primary bidder shall be the single point of Contact for IFCI for Design, Supply, Install, Connect, Configure, Implement, Design, Construct to Go Live all the networking Infrastructure per the scope defined in this RFP and shall be solely responsible for all warranties and upgrades etc, without any extra cost.	Self-certification duly signed by authorized signatory on company letter head.
9	The Bidder or its service provider (in case of System SI) must be an Integrated Telecom Player providing telecom services (Fiber/ Copper/ RF/ 4G / 5G last mile of its own).	Copy of Valid DOT Licenses
10	The Bidder or its service provider should have its own backbone network on Fiber and valid Unified license to	A copy of valid unified license from DOT to be submitted & Certificate for

	operate the network (valid/renewed up to the contract period.	the same
11	The Bidder or its service provider must have its own fibre Backbone across the length and breadth of India with at least 10,000 Kms.	Self-Declaration from Bidder/Service providers required.
12	The Bidder or its service provider should have a valid Category A-ISP license from Govt. of India.	Copy of License to be submitted by the Bidder or its service provider.
13	The bidder/OEM must minimum two ISO certificates mentioned from below :- a. ISO 9001:2008 or Latest b. ISO 27001:2013 or latest c. ISO 20000:2011 or latest	Copy of valid certificates

****Relaxation will be given @ 10% for Turnover & Experience of MSE [Relevant Document to be provided]**

IMPORTANT NOTE:

1. Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for further evaluation.
2. The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/ Mandatory Technical requirements shared under the scope of work as defined in this RFP.
3. Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.
4. Bidders should submit the Technical Specification compliance sheet as a part of technical bid as mentioned in RFP.
5. If the bidder is found to be non-compliant to any of the mandatory criteria, then the respective bid would be summarily rejected.
6. Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. IFCI reserves right to summarily reject any bid which does not contain the entire mandatory supporting document.
7. IFCI reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily rejected. IFCI will not respond to any query raised by bidders seeking reasons for rejection of the bid.
8. IFCI reserves the right to examine the details furnished by the Bidder(s) and also to cross check the information furnished from Bidders previous clients. The Financial Bids of only those Bidder(s), who qualify minimum eligibility criteria and fulfilling terms and conditions specified in technical bid will be opened. IFCI reserves the right to reject the Tender without assigning any reason thereof.

CHAPTER - 4

Scope of Work

For

Contract for 150 MBPs Internet Lease Line (1:1)

RFP No. IFCI/IT/GEM/2025-26/01

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

Scope of Work

Background:

IFCI intends to engage reputed bidders for the 150 MBPS Internet Lease Line Supply, Installation, Commissioning and Maintenance of the Internet Lease Line at New Delhi office of IFCI.

The Bidder is expected to provide Primary ISP Connectivity to IFCI over Fiber as per IFCI's requirements and its Feasibility thereof.

- 150 Mbps Link must be delivered on Fiber only.
- Link must be on Fiber and must have provisions for future expansion.
- The service provider has to provide the Internet Lease Line for IFCI's Data Centre (Delhi).
- Internet Lease Line (ILL) provider must ensure that ILL is protected from DDOS or similar types of attack.
- Successful bidder shall be responsible for getting the necessary permission from local government agencies/regulatory bodies.
- Network hardware [router etc.] at IFCI Delhi office provided by the Bidder.
- Detailed Requirement and Commercials may please be submitted as per the format mentioned in Annexure-III.

Note: (Currently IFCI Ltd. is using 150Mbps Primary link of Airtel with Fortigate firewall managed by Airtel.)

Onsite Comprehensive support

The Bidder will provide Comprehensive Onsite Support Services as a part of the total solution.

Deliverables

The Bidder shall provide committed 150 MBPS Internet Lease connectivity to nodes on end-to-end basis for the mentioned location.

Delivery Time Schedule

The Bidder shall be responsible for setting-up, installation and delivering of network services as ordered and for making them fully operational at no additional charge **within 8 weeks from the date of placement of the purchase order** and the same should be included in roll out plan.

If the Bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by IFCI, it will be construed as a breach of contract and suitable Liquidated Damages would be levied.

Installation and Acceptance

The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at IFCI. IFCI reserves the right to reject the order if it is not conforming to the approved specifications.

No payment will be made for the rejected items. The testing procedure includes Latency, Packet drops and connectivity tests with extended ping and bandwidth availability test by different possible means.

IFCI also reserves the right to use any industry-standard tool (s) to test the above, if required. IFCI would be carrying out tests to see if the ordered connectivity and bandwidth has been delivered successfully or not within a period of one week from the date of delivery confirmation from the Bidder side for acceptance or rejection of any link. The billing cycle will start after the successful acceptance of individual links from IFCI side.

Contract Period : Initially contract shall be for a period of **2 year** from the date of successfully implementation. However, same may be extended based on the performance of the bidder.

Payment Terms:

Payment will be done on Quarterly Basis – at End of the Quarter, Provided on successful submission of Invoices along with all necessary reports (Uptime/Bandwidth Utilization/ etc.). In case of SLA Breach, IFCI reserves right to mark and deduct penalty on respective quarterly Invoices in against of the Services.

Service Level Agreement:

WAN is up all the time. The minimum performance acceptable and penalty on Service Level Agreement (SLA) will be as follows –

Table A

S/No	Service Level Parameter: SLA	Min Requirement per month per location
1.	End-to-End (CPE to CPE) Network availability (on Fiber)	99.50%
2.	24x7 Support (*)	

**where Availability should be calculated on 24x7x365 basis*

The Selected bidder shall ensure a minimum uptime for the specified services.

- 99.5% (on monthly basis) for the links on Fiber

Deduction shall be made on quarterly basis from the contract charges of the specified service at a specific location.

The deduction criterion is given below:

Table B

Range of Service availability on Fiber links	Range of Service availability Copper Link	% age deduction of monthly charges of a specified service at specific location.
>=99.5	>=98.5	0%
>99.0 and <99.5	>98.0 and <98.5	2%
>98.5 and <99.0	>97.5 and <98.0	5%
>96.5 and <98.5	>96.5 and <97.5	10%
>96 and <96.5	>96 and <96.5	30%
Below 96	Below 96	100%

Transition

Support

During the acceptance test to be conducted by IFCI, the Bidder [Service Provider] to provide expert personnel at the site for providing transition support to complete the acceptance testing.

Audit Observations and Compliance

IFCI is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access control to routers etc., of WAN the same will be intimated to the Bidder. The Bidder (Service Provider) to assist IFCI for compliance of the same.

Order Cancellation

IFCI reserves its right to cancel the order in part or whole in the event of one or more of the following situations:

- Delay in installation beyond 8 weeks from the date of acceptance of Purchase Order. However, under extraordinary circumstances, the installation period can be extended if IFCI is satisfied that there is a genuine case.
- SLA parameters are not being met continuously for 3 Months.
- In addition to the cancellation of purchase order, IFCI reserves the right to appropriate the damages from the EMD given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

Payment Terms

- Payment shall be made by IFCI to the selected bidder on quarterly basis and due service certification as against the SLA and other terms and conditions of tender which includes deduction for not adhering to the uptime requirements.
- One time cost, if any, will be paid after successful commissioning of the link and acceptance of links by IFCI.
- The SLA measurements would be taken on monthly basis. The payments shall be made on receipt of the invoice with all supporting documents that the uptime has been maintained for each quarter. The Bidder should submit the link-wise uptime achieved to enable IFCI to pay quarterly charges.
- The charges will begin from the date of acceptance of the link. The service provider should submit the installation and commissioning certificate signed by the IFCI's official certifying successful completion of installation and commissioning for the payment.
- The charges for shifting of lines due to relocation of branch/office premises will be paid at the end of each quarter on per site basis after successful shifting and testing of the link.

Payment in case of Termination of contract

In case the contract is terminated, payment towards services will be made on pro rata basis for the period for which the services have been delivered, after deducting applicable penalty and TDS.

CHAPTER - 5

Bid Submission and Evaluation Guidelines

For

Contract for 150 Mbps Internet Lease Line (1:1)

RFP No. IFCI/IT/GEM/2025-26/01

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

Bid Submission and Evaluation Guidelines

RFP document submission is required to be done as under:

Tender documents (Technical & Financial Bid) should be submitted online on GEM Portal
<https://gem.gov.in/>

Bid Submission

Bidder(s) who wish to participate in this tender must be registered as seller at <https://gem.gov.in/>

Bidder(s) shall submit their offer online in an electronic format both for "Technical" and "Financial bid".

- a. Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s).
- b. On-line submission of bids: Online bids will have to be submitted within the time specified on website <https://gem.gov.in/>

Bid Security / Earnest Money Deposit (EMD)

Bids received without EMD is liable to be rejected. Bidder(s) should pay specified amount towards Earnest Money deposit as follows:

- Rs. 21,500/- (Rs. Twenty One Thousand Five Hundred Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank **in favour of "IFCI Ltd." payable at New Delhi;**
- EMD may be deposited in IFCI's bank account as per details given in **Annexure-12**; and
- EMD will not carry any interest.

EMD will be refunded to the unsuccessful bidder(s) after finalization of the bid and EMD of successful bidder(s) shall be returned after acceptance of entire terms and conditions mentioned in the tender document and submission of security deposit/Bank Guarantee.

The Earnest Money Deposit submitted by the bidder(s) may be forfeited if,

- Successful bidder fails to accept the terms and conditions mentioned in the Agreement within specified time as per intimation/request of IFCI;
- Successful Bidder withdraws their tender or backs out after acceptance.
- Bidder(s) withdraws their tender before the expiry of validity period stipulated in the bidding document;
- Bidder(s) violates any of the terms and conditions of the tender;
- Bidder(s) revises any of the items quoted during the validity period;
- Bidder(s) is found to have indulged in fraudulent practices in the bid submission process.

Performance Security / Bank Guarantee

-As per GeM guidelines

Technical Bid (Eligibility Criteria)

Technical bid response must comply with the annexures provided and all the compliances stated in **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 an acceptable deviation.

Financial Bid

The rates as given in the financial bid shall be quoted in figures and the rates must be inclusive of all taxes. The bidder(s) are required to check the prices/amount carefully before uploading the financial bid.

- a. Only one bid would be considered from one firm/company.
- b. The Bidder(s) are also advised to visit IFCI's website on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

Prospective bidder(s) will be notified of the amendment which will be final and binding on all the bidder(s) via notification of the GEM Portal and IFCI Website only.

In order to allow prospective bidder(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.

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 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 the documents uploaded online on GEM Portal <https://gem.gov.in/>
- The bid(s) 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 Bidder(s) qualifying the eligibility criteria. Bidder(s) 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(s) 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(s)), without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidder(s) 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 Bid(s) submitted 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 bid shall be finalized based on the information, available. It shall, therefore, be in the Bidder(s) interest to give complete and comprehensive technical particulars/description and details.

Price Evaluation Criteria

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

CHAPTER - 6

Standard Terms & Conditions

For

Contract for 150 Mbps Internet Lease Line (1:1)

RFP No. IFCI/IT/GEM/2025-26/01

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

Standard Terms and Conditions

Clarification of Tender Document

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

Completeness of Response

Bidder(s) 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.

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 bidder(s) 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(s) 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.

Micro & Small Enterprises (MSEs)

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

- National Small Industries Corporation.
- 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(s) are registered with any of the aforesaid agencies. However, relaxation in terms of Turnover and Experience will be provided as per Government Circular.

MSE - Allocation – As per GEM Guidelines

Preference to Make in India (MII)- As per GEM Guidelines

Language

The Bidder(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.

Rectification of Errors

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

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

Note: 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 Bidder(s) 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 evidence 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.
- Bidder(s) 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

Bidder(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 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 Proposal. 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 reserves 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(s) for clarification on their Bid submitted. The request for clarification and the response shall be on GeM portal 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: 02/11/2021.

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 the contract 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 **L1** 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 L1 Bidder fails to accept the LOI/PO/Work Order, IFCI will be free to award the contract to other Bidder(s) in accordance with ranking subject to their matching price approved by IFCI.

Commencement of Work

The successful bidder 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.

If the bidder fails to provide the services 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.

Services shall be provided 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 bidder 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(s) and its Partner(s) 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 as 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.

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, 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 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.

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

Reservation Right

Bidder(s) 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 bidder(s) 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 in this RFP document.

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 Bidder(s) 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 other 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

Contract for 150 Mbps Internet Lease Line (1:1)

IFCI Limited

RFP No. IFCI/IT/GEM/2025-26/01

**IFCI Limited, IFCI Tower,
61, Nehru Place,
New Delhi – 110 019.
Ph. 011-4173 2000**

Offer Forwarding Letter /Tender Submission Letter
(To be submitted on Bidder's letter head)

To
General Manager
Information technology
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Dear Sir,

Subject: Contract for procurement of 150Mbps Internet Lease Line (1:1)

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 Bidder(s) 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
[Company Seal]

Tender Acceptance Letter

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

To

General Manager
Information Technology
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/Company 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/Company 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/company 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/company has not been referred to NCLT by any creditor. I/We further confirm that my/our firm/company 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
[Company Seal]

Bidder's General Information & Eligibility Criteria

Contract for 150Mbps Internet Lease Line (1:1)

1	Name of Company	Certificate of Incorporation
2	Year of Registration/Incorporation	Certificate of Incorporation
3.	Address of the Firm / Company.	
4.	(i) Telephone No (Land line) (ii) Mobile No. (iii) FAX No. (iv) E-mail address	Office: Residence:
5.	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.
6.	GST No. (Attested Copy to be attached) of the Bidder	
7.	PAN No. (Attested Copy to be attached)	
8.	Whether MSME (Attach valid MSME certificate)	
9.	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> Name of the Bank Branch and address IFSC Code (Copy of recent Bank Statement to be attached)	
10.	The Bidder should have a registered office in India.	Certificate of incorporation.
11.	The Bidder Should have a minimum of 3 years (ending March 2025) of experience in Internet Connectivity Services	Relevant supporting documents like "Award of Contract"/ "Certificate of Satisfactory Service".
12.	The bidder should be an authorized partner of the ISP for the product being proposed.	ISP Authorisation Letter must be attached
14.	Annual turnover of 1.5 Lakh or more in any of the 3 financial years with net profit in at least 2 financial years.	Audited / CA Certified copies of the balance sheet and profit & loss statement for the last 3 (three) completed financial years
15.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any Government Agencies	Undertaking/declaration signed by authorized signatory of the Bidder(s) on their letterhead.

16.	Acceptability of all conditions contained in the tender document by the bidder(s). No further deviations to any mentioned clause shall be sought for.	Undertaking/declaration signed by authorized signatory of the Bidder(s) on their letterhead.
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Note: Bidder(s) should submit all the required documents as per Eligibility Criteria and should also mention all the page numbers of supporting documents of Eligibility Criteria.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Financial Bid Format
For
Contract for 150 Mbps Internet Lease Line (1:1) for a period of 2 years

Amount in Rs. (incl taxes)					
S. No.	Details	Description	Cost for First Year	Cost for Second Year	Total Cost (A+B)
1.	150 Mbps ILL (1:1)	Bandwidth Charges for 150 MBPS ILL per annum			
2	OTIC	one-time installation fee and all necessary hardware components, such as the switch, router, and cabling.			
	Total Cost of Ownership (TCO):				

Note: Bidders are requested to note the following:

- Cost should be inclusive of all taxes.

Calculation of Lowest Bidder (L1):

L1 would be based on the Total Cost of Ownership (TCO)

Payment Terms: Quarterly basis at the end of each quarter.

Date:

Place:

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

Declaration by Authorised Signatory of Bidder

(To be submitted on Bidder's letter head)

To,

General Manager
Information Technology
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019
Dear Sir,

Subject: Declaration by Authorized Signatory

Ref: 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/company 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
[Company Seal]

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 CEO/VP)

Name	Company	Designation	Mobile	Phone	Email address

Date:

Place:

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

Format of sending Pre-bid queries

Subject: Contract for 150 Mbps Internet Lease Line (1:1)

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sl. No.	Section Number	Page Number	Query

Date:

Place:

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

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

To,

General Manager
Information Technology
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 Directors/ Employee(s) employed in IFCI

Tick (✓) any one as applicable:

1. The Director(s), Executives, of my/our Firm/Company DO NOT have any relation or relatives employed in IFCI
- OR
2. The Director(s), Executives, of my/our Firm have relation/relatives employed in IFCI and their particulars are as below:

Date:
Place:

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

Performa for Performance Bank Guarantee

- To be submitted as per GEM Format

Annexure 10

Declaration that the Bidder has not been blacklisted

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

To
General Manager
Information technology
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Subject: Procurement for 150Mbps Internet Lease Line for IFCI Ltd.

Dear Sir,

I/We confirm that my/our firm/company 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/company 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
[Company 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
Information Technology
IFCI Limited,
IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019
Dear Sir,

Subject: No Deviation Certificate

Ref: RFP/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 RFP/Tender Specification.

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

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

Date:
Place:

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

Annexure 12**Bid Security/ EMD (As per GEM Format)**

Bidder must provide EMD Amount through RTGS/ NEFT directly in IFCI Limited's Bank Account as given below **OR** EMD can be submitted in the form of DD payable in favour of IFCI Limited at New Delhi.

IFCI Limited, New Delhi

DETAILS OF BANK ACCOUNT NO., BANK NAME AND ADDRESS AND IFSC CODE NUMBER FOR TRANSFERRING THE FUNDS TO IFCI LTD. THROUGH RTGS / SWIFT

HDFC BANK ACCOUNT No	00030350002631
Account / Beneficiary Name	IFCI Ltd.
Bank Name	HDFC Bank Ltd.
HDFC Bank Branch Address	209-214, Kailash Building, Kasturba Gandhi Marg, New Delhi – 110 001. T.No.011-41699422/41699472 Fax No. 011-23359580/41699402
9 Digit (MICR) Code Number of the Bank & Branch	110240001
Account Type (with Code)	Current Account
BANK & BRANCH CODE / BSR Code	051005
Ledger N. / Ledger Folio No	HDFC Bank does not maintain Ledgers
IFSC Code (Indian Financial System Code)	HDFC0000003
SWIFT Code	HDFCINBBXXX

TREASURY DEPARTMENT
IFCI Ltd.,
IFCI Tower, 61, Nehru Place,
New Delhi – 110 019
T.No. 011-41732466 /41732456

.....

Integrity Pact

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

(_____ Name of the Department / Officer)

Tender No. _____ for _____

(Each Tender must have Distinct Number and Subject Matter)

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

And

M/s. _____

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

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

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

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

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

NOW THEREFORE,

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

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

Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any from, 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 company 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 anti-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 Bidders, 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 companyal 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:-

Shri A Vijay Anand Vijay_anand45@hotmail.com	Shri Arunendra Kumar Email ID: noidarail54@gmail.com
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2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD & CEO/ DMD, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Manpower Agency's Tender Documentation / papers / files. The IEM is under

contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.

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

G. Duration of the Integrity Pact (IP)

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

H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.

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

I. Legal and Prior Rights

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

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

(For and behalf of Principal)

(For and behalf of Counter Party)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

Annexure 14-Regulatory Compliances

A. Aspects to be considered in outsourcing agreement.

- Service Provider shall provide the service as mentioned in the RFP document and availability (up time) as mentioned in the SLA.
- Effective access by IFCI to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the service provider
- Regular audit / evaluation to be conducted by IFCI for effective monitoring and assessment of the contracts being handled by service provider for continuous management of the risks holistically, so that any necessary corrective measure can be taken immediately.
- Type of material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to IFCI by the Service Provider to enable IFCI to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.
- Service Provider shall Comply with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
- Service Provider shall adhere to the deliverables, including Service-Level Agreements (SLAs) as stated in the RFP document.
- Storage of data shall only be in India as per extant regulatory requirements.
- Service Provider shall provide details of data (related to IFCI and its customers) captured, processed and stored as and when required.
- Service Provider shall have the control mechanism for maintaining confidentiality of data of IFCI and its customers', and Service Provider is liable in the event of security breach and leakage of such information.
- Service Provider (vendor) shall obtain prior approval / permission to share with IFCI's
- customer and / or any other party.
- Specifying the resolution process, events of default, indemnities, remedies, and recourse available to the respective parties.
- Service Provider shall have contingency plans and skilled resources to provide core services, so that back-up arrangements necessary to operate and ensure business continuity and testing requirements.

- IFCI shall have the right to conduct an audit of the service provider (including its sub- contractors), whether by its internal or external auditors, or by agents appointed to act
- on its behalf, and to obtain copies of any audit or review reports and findings made about the Service Provider in conjunction with the services performed for the IFCI.
- IFCI shall have the Right to seek information from the service provider about the third parties (in the supply chain) engaged by the former.
- Recognising the authority of regulators to perform inspection of the service provider and any of its sub-contractors. Service Provider shall allow RBI or person(s) authorised by it to access the IFCI's IT infrastructure, applications, data, documents, and other necessary information given to, stored or processed by the service provider and/ or its sub-contractors in relation and as applicable to the scope of the outsourcing arrangements.
- Service Provider shall be contractually liable for the performance and risk management practices of its sub-contractors if any.
- Obligation of the service provider to comply with directions issued by the RBI in relation to the activities outsourced to the service provider, through specific contractual terms and conditions specified by the IFCI.
- Service Provider shall prior approval/ consent of the IFCI for use of sub-contractors by the service provider for all or part of an outsourced activity.
- Termination rights of IFCI, including the ability to orderly transfer the proposed IT- outsourcing arrangement to another service provider, if necessary or desirable.
- Obligation of the service provider to co-operate with the relevant authorities in case of insolvency / resolution of IFCI.
- Service Provider shall have skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
- Service Provider shall have suitable back-to-back arrangements between service providers and the OEMs.
- Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before start of contract.

- IFCI at its sole discretion can terminate the contract at any time during the period of contract, If the service of the Service Provider is unsatisfactory and violates any of the terms and conditions stipulated in the agreement.
- Service Provider shall ensure that safe removal/ destruction of data, information, hardware and all records (digital and physical), on completion of contract period or cancellation of contract at any time. However, service provider shall be legally obliged to cooperate fully with both the IFCI and new service provider(s) to ensure for smooth transition. Further, Service Provider shall ensure that the service provider is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulator/ concerned.
- IFCI shall obtain the source codes for all critical applications from their vendors. Where obtaining of the source code is not possible, it shall put in place a source code escrow
- arrangement or other arrangements to adequately mitigate the risk of default by the vendor.
- IFCI shall ensure that all product updates and programme fixes are included in the source code escrow arrangement.
- IFCI shall obtain a certificate or a written confirmation from the application developer or vendor stating that the application is free of known vulnerabilities, malware, and any covert channels in the code. Such a certificate or a written confirmation shall also be obtained whenever material changes to the code, including upgrades, occur.

B. Cloud Services Management and Security Considerations

Service and Technology Architecture: Service Provider shall ensure the service and technology architecture supporting cloud-based applications is built in adherence to globally recognised architecture principles and standards.

Also, Service Provider ensure a technology architecture that provides for secure container-based data management, where encryption keys and Hardware Security Modules are under the control of IFCI. The architecture should provide for a standard set of tools and processes to manage containers, images and releases. Multitenancy environments should be protected against data integrity and confidentiality risks, and against co-mingling of data. The architecture should be resilient and enable smooth recovery in case of failure of any one or combination of components across the cloud architecture with minimal impact on data/ information security.

Identity and Access Management (IAM): Service Provider shall be ensured for providing role- based access to the cloud hosted applications, in respect of user-access and privileged-access. Stringent access controls, as applicable for an on-premises application, may be established for identity and access management to cloud-based applications.

Segregation of duties and role conflict matrix should be implemented for all kinds of user access and privileged-access roles in the cloud-hosted application irrespective of the cloud service model. Access provisioning should be governed by principles of 'need to know' and 'least privileges'. In addition, multi-factor authentication should be implemented for access to cloud applications.

Security Controls: Service Provider shall ensure that the implementation of security controls in the cloud-based application achieves similar or higher degree of control objectives than those achieved in/ by an on-premises application. This includes ensuring - secure connection through appropriate deployment of network security resources and their configurations; appropriate and secure configurations, monitoring of the cloud assets utilised by IFCI. Necessary procedures to authorise changes to cloud applications and related resources.

Robust Monitoring and Surveillance:

- Service Provider maintains an information security policy framework commensurate with its exposures to vulnerabilities and threats.
- Service Provider is able to maintain its information/ cyber security capability with respect to changes in vulnerabilities and threats, including those resulting from changes to information assets or its business environment.
- The nature and frequency of testing of controls by the CSP in respect of the outsourced services is commensurate with the materiality of the services being outsourced by IFCI and the threat environment.

Appropriate integration of logs, events from the Service Provider, wherever applicable and/ or retention of relevant logs in cloud shall be ensured for incident reporting and handling of incidents relating to services deployed on the cloud.

The IFCI's own efforts in securing its application shall be complemented by the Service Provider's cyber resilience controls. The Service Provider / IFCI shall ensure continuous and regular updates of security-related software including upgrades, fixes, patches and service packs for protecting the application from advanced threats/ malware.

Vulnerability Management: Service Providers ensure to have a well-governed and structured approach to manage threats and vulnerabilities supported by requisite industry-specific threat intelligence capabilities.

Disaster Recovery & Cyber Resilience

In the event of a disaster affecting its cloud services or failure of the Service Provider, IFCI can continue its critical operations with minimal disruption of services while ensuring integrity and security.

Service Providers put in place demonstrative capabilities for preparedness and readiness for cyber resilience as regards cloud services in use by them. This should be systematically ensured, inter alia, through robust incident response and recovery practices including conduct of Disaster Recovery (DR) drills at various levels of cloud services including necessary stakeholders.

- a) The exit strategy and service level stipulations in the SLA shall factor in,

inter alia,

- i. agreed processes and turnaround times for returning the IFCI's service collaterals and data held by the Service Provider.
 - ii. data completeness and portability.
 - iii. Secure purge of IFCI's information from the Service Provider's environment.
 - iv. Smooth transition of services
 - v. Unambiguous definition of liabilities, damages, penalties and indemnities.
- b) Monitoring the ongoing design of applications and service delivery technology stack that the exit plans should align with.
- a) Contractually agreed exit / termination plans should specify how the cloud hosted service(s) and data will be moved out from the cloud with minimal impact on continuity of the IFCI's business, while maintaining integrity and security.
- b) All records of transactions, customer and operational information, configuration data should be promptly taken over in a systematic manner from the Service Provider and purged at the Service Provider -end and independent assurance sought before signing off from the Service Provider.
- c) Non-disclosure agreement shall be executed by both parties with respect to information retained by the service provider before the start of contract.

Audit and Assurance: The audit/ periodic review/ third-party certifications should cover, as per applicability and cloud usage, inter alia, aspects such as roles and responsibilities of both IFCI and Service Provider in cloud governance, access and network controls, configurations, monitoring mechanism, data encryption, log review, change management, incident response, and resilience preparedness and testing, etc.

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Annexure 15-Confidentiality/Non-Disclosure Agreement

This Confidentiality Agreement is executed on the _____ day of _____, 2025 at New Delhi by and between:

IFCI Limited, a company registered under the Companies Act, 1956 with CIN No. L74899DL1993GOI053677, hereinafter would be termed as "IFCI" or the Disclosing Party, having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi – 110019, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART.

AND

M/s....., a company incorporated under the Companies Act, 1956, with CIN No. _____ hereinafter would be termed as "....." or the **Receiving Party**, having its registered office _____, India which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

Each of the Disclosing Party and Receiving Party are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

In this Agreement references to any statutory provision shall be deemed to mean and to include a reference to any modification or re-enactment thereof for the time being in force.

WHEREAS

- A. Disclosing Party is a Government of India undertaking and a Financial Institution, inter alia engaged in the business of providing medium to long term financial assistance to manufacturing, service and infrastructure sectors.;
- B. Recipient is engaged in the business of Service Integrator (SI) or Managed Service Provider.
- C. The Parties are desirous of renewing Annual Maintenance Charges for Dell Servers, Storage Device & Brocade Switches.
- D. Subject to the terms hereof, the Discloser agrees to provide Confidential Information, as defined hereunder to the Recipient, which is considered proprietary in nature in relation to the Proposed Transaction.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND THE AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:

AND WHEREAS IT IS AGREED BETWEEN THE PARTIES THAT:

1. NON-DISCLOSURE

- (i) The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to evaluate the possible business transaction with

the party disclosing such Confidential Information (the "Disclosing Party"), and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate a possible business transaction between the parties.

- (ii) If the Receiving Party is required or requested to disclose any Confidential information by any applicable law or regulation or by any governmental agency or regulatory body having authority to regulate or oversee any aspect of the Receiving Party's business in connection with the exercise of such authority, and such Confidential Information is provided or disclosed pursuant to such requirement or request, the Receiving Party shall not be in breach of this Agreement.
- (iii) The Receiving Party shall take all reasonable measures to protect confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with or circumvent any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

2. CONFIDENTIAL INFORMATION

"Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labelled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party and is "Confidential Information" includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

3. NO OBLIGATION OF CONFIDENTIALITY

The obligation of confidentiality shall not apply with respect to any particular portion of information if:

- (i) It is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (ii) It entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (iii) It was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (iv) It was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or

- (v) Such information was developed by employees or agents of the Receiving Party, independently of and without reference to the information and the Receiving Party has evidence of such independent development.

4. RETURN OF INFORMATION

Within Fifteen (15) business days following either a request from the Disclosing Party or the completion of business dealings between the parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

5. USE OF INFORMATION BY RECIPIENT

- (i) The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating the possibility of a future collaboration between the parties and in connection with such future collaboration, if any.
- (ii) The Receiving party shall use the information only for the migration of on-premises database and applications to Oracle cloud infra, and the receiving party shall not use the information provided by the disclosing party for any other purpose without the prior written approval by the disclosing party.
- (iii) The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder.
- (iv) The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

6. NON-CIRCUMVENTION

For a period of twelve (12) months after the date of execution of this Agreement and for as long as this Agreement remains in effect, the Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting with or contacting directly any target acquisition, client, company, or proposed investor of the other party which the Disclosing Party has identified as having access to as relates to the proposed transaction(s) without the express permission in writing of the Disclosing Party.

7. REMEDIES

The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to

ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party may have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right may be in addition to any other remedy available to the Disclosing Party in law or equity.

8. OWNERSHIP OF INFORMATION

Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

9. WARRANTIES

In maintaining confidentiality hereunder the Receiving Party warrants that it shall:

- (i) take at least the same degree of care in safeguarding such Confidential Information and Confidential Materials as it takes for its own Confidential Information and Confidential Material of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- (ii) keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- (iii) upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

10. SURVIVAL

The Receiving Party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement.

11. TERMINATION

Either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days advance written notice of its intent to terminate this Agreement. Upon termination of this Agreement, the disclosing party may request the receiving party to return all confidential information and the receiving party shall within Fifteen (15) business days following a request from the Disclosing Party deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

12. GENERAL

- (i) This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter, and may be modified only in writing signed by the parties.

- (ii) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of India. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
- (iii) Any dispute, controversy or claim arising out of or relating to this agreement shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 for the time being in force amended as follows: the place of arbitration shall be New Delhi; the parties shall mutually appoint a Sole Arbitrator to adjudicate the dispute between the parties; the language of the arbitration shall be English. This letter and the Terms shall be governed by and construed in accordance with the laws of India.
- (iv) This Agreement constitutes the entire Agreement. Any modification shall be in writing and signed by both parties. The Agreement may be executed in counterparts. This Agreement, and its terms and provisions, shall be binding upon, the benefit of the parties, their successors, administrators, executors and assigns, except as otherwise provided herein. This Agreement will come into effect upon both parties signing this agreement.
- (v) This Agreement shall not be assignable to any third party by the Receiving Party without the prior written consent of the Disclosing Party.
- (vi) This Agreement may be executed in two numbers of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement effective as of the Effective Date:

For IFCI Limited

For Bidder

(Authorised Signatory)

(Authorised Signatory)

Place:

Place:

Date:

Date:

Witness

Witness

1._____

1._____

(Name & Address)

(Name & Address)

2._____

2._____

(Name & Address)

(Name & Address)