

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-08-2025 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-08-2025 16:30:00
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	Custom Bid for Services - Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Backup as a Service
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	35 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	5 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

बिड विवरण/Bid Details	
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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	1174400
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	35200

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	15

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

Senior Manager

HO, Department of Financial Services, Industrial Finance Corporation of India (IFCI), Ministry of Finance
(Shri Prakash Pandey)

विभाजन/Splitting

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

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. 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.

9. 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.

10. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1755078483.pdf](#)

Payment Terms:[1755078489.pdf](#)

GEM Availability Report (GAR):[1755078506.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1755078802.pdf](#)

Custom Bid For Services - Renewal Of Existing Veritas Backup License & Procurement Of Additional Backup License For IFCI (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Nupur Kaushik	110019,10th Floor, IFCI Tower, 61, Nehru Place, New Delhi	1	N/A

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. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The payment will be released as follows:

100% after successful delivery & installation of licenses post receipt of invoice and satisfactory service report from IFCI Limited. All the payment will be made by IFCI, HO, New Delhi, electronically through RTGS/ NEFT by crediting the same in Vendors Bank Account as per details furnished in the Bank Mandate Form.

All the queries pertaining to GeM Bid shall be entertained on GeM portal only. No queries shall be entertained on email/phone.

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---



Request for Proposal for the Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI

**IFCI Limited
IFCI Tower
61, Nehru Place
New Delhi-110019**

Bid Number: _____

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 in 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.

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

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

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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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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 relationships 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 the above, IFCI is also investing, financing, and 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 Limited invites e-tender through GeM Portal, in two bid systems (Technical and Financial bid), from **Veritas Authorised Partners** having sufficient experience in supplying backup licenses.
- b. IFCI reserves the right to cancel this RFP at any stage of the tendering process.
- c. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in charges payable.

3. Important Dates

Sl. No.	Particulars	Details
1	Tender Notice No	IFCI/IT/GEM/2025-26/AUG/02
2	Bid Security/ EMD	Rs. 35,200 /- (Rs. Thirty Five Thousand Two Hundred Only)
3	Tender Name	Request for proposal for renewal of backup license & procurement of fresh backup license for IFCI.
4	Mode of bid submission	Government e-Marketplace (GeM)
5	RFP Issuance Date	13/08/2025
6	Last date for seeking clarifications, if any	As per GeM
7	Last date & time of submission of Bid	As per GeM
8	Eligibility Cum Technical Bid Opening Date	2025 Mode: Online
10	Commercial Bid	The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date and time for commercial bid opening will be visible to eligible bidders directly on the GeM portal; separate notification will not be issued.
11	RFP Coordinator Name	Mr. Shiv Kumar Contact No: 011-41732472 Email: itrpqquery@ifcilt.com Postal Address: IFCI Limited, IFCI Tower, 61 Nehru Place, New Delhi-110019
12	Validity of Proposal	The rates in tender documents shall be kept open from acceptance for a minimum period of 90 (ninety) days from the last due date of offer submission (incl. extension, if any)
13	Support details of Online Portal facilitator (GeM)	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436

Important Clarifications:

The following terms are used in the document interchangeably to mean:

1. IFCI, IFCI means 'IFCI Limited'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request for Proposal document

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4. Proposal, Bid means “Response to the RFP Document”
5. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
6. Support means Support & Services to be provided as part of the Scope of Work
7. SLA means Service level Agreement
8. AMC means Annual Maintenance Contract
9. Banking, Financial services and Insurance (BFSI)
10. Central Vigilance Commission (CVC)
11. Data Center (DC)
12. Disaster Recovery (DR)
13. Earnest Money Deposit (EMD)
14. One Time Cost (OTC)
15. Single Person of Contact (SPOC)
16. Total Cost of Ownership (TCO)
17. Bill of Material (BOM)

4. Project Overview:

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling IFCI Limited (“IFCI”) to procure renewal of existing backup license (5TB) & procurement of fresh backup license (5TB) for IFCI.

IFCI invites proposal from Bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under **Annexure-I** and in a position to comply with the technical requirement as mentioned under Project Scope – **Annexure-II**. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

The detailed scope of work is mentioned in **Annexure-II**. However, IFCI reserves the right to modify/ change the scope of work at any phase of this procurement process.

The commercial bids of only those bidders will be opened who qualify in the stage -1 (Eligibility cum Technical Evaluation) of the RFP process.

5. Contract period

IFCI will enter into an Agreement with the successful service provider for a **period of 1 year**, commencing from the date of successful installation, commissioning, and acceptance of all deliverables at IFCI’s site.

6. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in **Annexure-I**) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in **Annexure-II**, may submit their bid on or before the timeline stipulated in the 3. Important Dates.

7. Bid Security / Earnest Money Deposit

Bidders are required to give an earnest money deposit of an amount as mentioned in “[3] Important Dates” at the time of submission of the Eligibility and Technical Bid Documents. The proof of the same is to be submitted along with bid documents, failing of which the bid of the concerned bidder may be rejected.

Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of “IFCI Ltd.” payable at New Delhi.

Earnest Money Deposit may also be deposited in IFCI’s bank account as per details given in Annexure-XVII.

- ✓ **Account Number -00030350002631**
- ✓ **Account Name – IFCI Ltd**
- ✓ **Branch- KG Marg, New Delhi**
- ✓ **IFSC- HDFC0000003**

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 7 days of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

Unsuccessful Bidder's - Bid security money deposit will be returned by IFCI within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

Exemption for EMD amount:

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Start-ups. The bidders who are MSE have to submit necessary documents issued by NSIC and the bidders who are start-ups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on the last date of submission of the tender documents. **MSE/Start-up firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.**

Exemption from submission of EMD shall be given to bidders, who are Micro Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary documents registered under Udyam Registration and the bidders who are startups have to be recognized by Department for Promotion of Industry and Internal Trade (DPIIT) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of such registration certificate, which are valid on the last date of submission of the tender documents. **MSE/Startup firms which are in the process of obtaining such certificates will not be considered for EMD and Tender cost exemption.**

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.

8. Non-Disclosure Agreement

The bidders who qualified in the eligibility bid evaluation (stage 1) shall execute a Non-Disclosure Agreement (NDA) (As per **Annexure-XIX**).

The bidder shall upload the Total Cost of Ownership (TCO) price breakup in the same format provided by the Bank. Bank will open the commercial bids of qualified bidders only. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder only.

9. Performance Guarantee

The successful Bidder shall provide a Performance Guarantee within 30 days from the date

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of receipt of the order or signing of the contract whichever is earlier in the format mentioned under Annexure-XII for a value of 5% of the TCO valid for an entire contract period plus 3 months and such other extended period as the IFCI may decide for due performance of the project obligations. The guarantee should be that of a scheduled commercial bank only.

In the event of non-performance of obligation or failure to meet the terms of this Tender or subsequent agreement IFCI shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

IFCI reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder will be forfeited.

10. Sub - Contracting:

The selected service provider/ vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting / availing OEM services, it needs to be specified in the proposal/ response document with all the details of the work/ services. The service Provider is allowed to avail OEM professional services. Please note that no work/services shall be subcontracted without prior permission from IFCI in writing.

11. Compliance with Laws:

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of the code of wages, and other labour welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate IFCI and its employees/ officers/ staff/ personnel/ representatives from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. IFCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

12. Termination:

IFCI reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. IFCI may terminate his contract and may invoke Performance Bank guarantee or forfeit the security deposit as the case may be. Further IFCI may impose such restriction/s on the defaulting bidder as it deemed fit.

13. Governing Laws:

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Delhi shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

14. Prevention of Corrupt and Fraudulent Practices:

As per Central Vigilance Commission (CVC) directives, it is required that every participating bidder required to sign an integrity pact as per Annexure-XIII of this RFP.

Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of IFCI and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive IFCI of the benefits of free and open competition.

IFCI reserves the right to reject a proposal for the award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

IFCI reserves the right to declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15. The bid submission by related parties:

If related parties (as defined below) submit more than one bid, then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by the holding company and its subsidiary company.
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

16. Right to Reject Bids:

IFCI reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- a) It is not in conformity with the instructions mentioned in the RFP document.
- b) It is not accompanied by the requisite Earnest Money Deposit (EMD).
- c) It is not properly or duly signed.
- d) It is received through Telex / telegram / fax
- e) It is received after expiry of the due date and time.
- f) It is incomplete including non- furnishing the required documents.
- g) It is evasive or contains incorrect information.
- h) There is canvassing of any kind.
- i) Submitted by related parties
- j) It is submitted anywhere other than the place mentioned in the RFP.

Further, IFCI reserves the rights to:

- a) Reject any or all responses received in response to the RFP
- b) Extend the time for submission of all proposals
- c) Cancel the RFP at any stage, without assigning any reason whatsoever.
- d) Visit the place of work of the bidder
- e) Conduct an audit of the services provided by the bidder.
- f) Ascertain information from other institutions to which the bidders have rendered their services for execution of similar projects.
- g) Revise any part of the tender document by providing a written addendum at any stage till the award of the contract. IFCI reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on IFCI's website only.

17. General Terms and Conditions

- 17.1 The RFP document is not a recommendation, offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between IFCI and any successful Bidder as identified by the IFCI, after completion of the selection process as detailed in this document.
- 17.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained 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 the IFCI in relation to the provision of services. Neither the IFCI nor any of its directors, officers, employees, , representative, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

- 17.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 17.4 Costs borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the IFCI, will be borne entirely and exclusively by the Recipient / Respondent.
- 17.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the IFCI until execution of a contractual agreement to the full satisfaction of the IFCI.
- 17.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 17.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 17.8 Acceptance of Terms: the bidders will, by responding to the IFCI’s RFP document, be deemed to have accepted the terms as stated in this RFP document
- 17.9 Only one submission of response to RFP by each Respondent will be permitted.
- 17.10 IFCI expects the Bidder to adhere to the terms of this tender document and will not accept any deviations to the same.
- 17.11 IFCI expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by IFCI.
- 17.12 Unless agreed to specifically by IFCI in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 17.13 All responses received after the due date/time as mentioned in “[3] Important Dates. Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected. GeM portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that IFCI has no obligation to accept or act on any reason for a late submitted response to RFP. IFCI has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

- 17.14 IFCI has established RFP coordinators to provide a venue for managing bidder relationships and other requirements. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] Important Dates - RFP Coordinator”
- 17.15 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 17.16 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into, and a Respondent will be disqualified if attempting to enter into such communications. IFCI will try to reply, without any obligation in respect thereof, to every reasonable question raised by the Respondents in the manner specified.
- 17.17 However, IFCI may in its absolute discretion seek, but under no obligation to seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.
- 17.18 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If, IFCI in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then IFCI reserves the right to communicate such response to all Respondents or publishing responses on GeM portal.
- 17.19 Bidder should submit their Eligibility, Technical and Commercial bids through GeM portal. The bidder must register for submission of their bid as specified in this document.
- 17.20 All submissions, including any accompanying documents, will become the property of the IFCI. The bidder shall be deemed to have licensed, and granted all rights to, IFCI to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 17.21 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 17.22 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by IFCI. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

- 17.23 The bidders are required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. IFCI reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 17.24 Based on the IFCI’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one product and they have not specified which particular product quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 17.25 In the event the bidder has not quoted for any mandatory items as required by the IFCI and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the IFCI.
- 17.26 IFCI is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. IFCI’s interpretation will be final.
- 17.27 IFCI ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 17.28 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the IFCI. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the IFCI. The Bidder cannot take the plea omitting any charges or costs and later lodge a claim on the IFCI for the same.
- 17.29 Responses to this RFP should not be construed as an obligation on the part of the IFCI to award a contract / purchase contract for any services or combination of services. Failure of the IFCI to select a bidder shall not result in any claim whatsoever against the IFCI. IFCI reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 17.30 By submitting a proposal, the bidder agrees to contract with the IFCI within the time period proscribed by the IFCI. Failure on the part of the successful bidder to

execute an agreement with the IFCI will relieve the IFCI of any obligation to the bidder.

- 17.31 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the IFCI, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the IFCI and accepted by the IFCI in writing.
- 17.32 The bidder shall represent and acknowledge to the IFCI that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the IFCI. The bidder also acknowledges that the IFCI relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, IFCI expects the bidder to fulfill all the terms and conditions of this RFP.
- 17.33 the bidder covenants and represents to the IFCI the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 17.34 The execution, delivery and performance under an Agreement by bidder :
- Will not violate or contravene any provision of its documents of incorporation.
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

- 17.35 IFCI would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 17.36 IFCI will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 17.37 IFCI reserves the right to extend the dates for submission of responses to this document.
- 17.38 Preliminary Scrutiny – IFCI will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. IFCI may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and IFCI reserves the right for such waivers and the IFCI's decision in the matter will be final.
- 17.39 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, IFCI may, at its discretion, ask some or all bidders for clarification of their offer. IFCI has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 17.40 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. IFCI may treat the offers not adhering to these guidelines as unacceptable.
- 17.41 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. IFCI reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 17.42 If the IFCI is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 17.43 The Bidder shall perform its obligations under this Tender as an independent contractor and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from IFCI. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the IFCI and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or

authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

- 17.44 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the IFCI, nor seek to be treated as employees of the IFCI for any purpose, including claims of entitlement to fringe benefits provided by the IFCI, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

18. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, IFCI and its directors, officers, employees, representatives, , and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the IFCI or any of its directors, officers, employees, representatives or advisers.

19. 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: -

Technical Bid: Scanned Copies to be uploaded (.pdf):

- 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 it.
- **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. **Authorization and Attestation:** Bidder(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.
6. 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.
7. Bidder(s) are advised to study all the tender documents carefully.
8. Any conditional bid received shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder(s).
9. 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.
10. 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 Section 3: Important Dates.
11. Non-compliance with any of the requirements and instructions of this RFP document may result in the rejection of the tender.
12. 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.
13. Merely participating in this Tender Document by any party does not confer or constitute any right of association with IFCI.

Annexure-I :Eligibility Cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in table below. The Bidder would need to submit / upload supporting documents signed by an authorized representative of the bidder as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Supporting documents required
A	General	
1	The bidder should be a registered company/firm/LLP in India at least for the last 5 years (As on tender date).	Documentary Proof to be attached - 1.Certificate of Registration 2. GST Certificate 3. PAN
2	The bidder should be an authorised partner of the quoted product.	Authorization letter from OEM with respective GeM bid number printed along with the seal and sign of the OEM.
3	The bidder should have experience in supplying the backup solution hardware / software / renewal in the past 5 years.	Relevant documents like Purchase Order to be provided.
4	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 3 years from the Tender date.	Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)
5	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit proof of registration herewith.	Undertaking as per Annexure-XI and certificate of valid registration with the Competent Authority (If applicable) (signed/Digitally signed documents from authorized representative of bidder & OEM.)
6	The bidder to provide information that any of its subsidiaries or associate or holding company or companies having common directors or companies in the same group of promoters/management or partnership firm/LLPs having common partners has not participated in the bid process.	Letter of confirmation from bidder
7	The Bidder should provide an undertaking that all the requirements as part of project scope in the Tender are covered in totality in the proposal submitted by them.	Letter of confirmation from Bidder.

S. No	Eligibility Criteria	Supporting documents required
8	Integrity Pact - To be executed on plain paper	To be submitted as per format provided in Annexure-XIII.
B	Financial	
1	The Bidder should have registered an average annual turnover of Rs. 35 Lakhs or above during the last three completed financial years 2022-23, 2023-24 and 2024-25 (Not inclusive of the turnover of associate companies). <i>If the audited balance sheet for 2024-25 is not yet signed by the auditor, the bidder may submit a provisional balance sheet.</i>	Audited financial statements for FY 2022-23, 2023-24 and 2024-25.
2	The Bidder should be Net profit-making entity continuously for the last three completed years i.e. financial years – 2022-23, 2023-24 and 2024-25. <i>If FY2024-25 audit is pending, the bidder may submit a provisional profit & loss statement for FY 2024-25</i>	Audited financial statements for FY 2022-23, 2023-24 and 2024-25.
C	Experience & Support Infrastructure	
1.	Bidder should have support offices in Delhi.	The Bidder should submit the Undertaking mentioning the support office address, contact details.

IMPORTANT NOTE:

IFCI reserves the right to examine the details furnished by the Bidder(s). The Financial Bids of only those Bidder(s), who qualify 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.

Annexure II-Scope of Work

IFCI Limited is currently utilising the Veritas Flex Appliance 5260 as a comprehensive data protection solution. This appliance is deployed to perform regular backups of critical IT infrastructure, including bare metal servers, virtual machines (VMs), and hypervisors.

The selected vendor shall be responsible for supplying, installing, testing, and submitting a final report confirming the license is functioning satisfactorily.

Sr No	Product	SKU	Qty
1	Renewal of Cohesity Netbackup enterprise xplat 1 front end 5TB on premises standard subscription + essential maintenance conversion from perpetual license initial 12months	SVC-NBU-ENT	1
2	Cohesity Netbackup enterprise xplat 1 front end 5 TB on premise standard subscription + essential maintenance license initial 12months	SVC-NBU-ENT	1

Payment Terms & Conditions:

The Bidder must accept the payment terms proposed by IFCI. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the IFCI. Any deviation from the proposed payment terms would not be accepted. IFCI shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of IFCI.

The payment will be released as follows:

100% after successful delivery & installation of licenses post receipt of invoice and satisfactory service report from IFCI Limited. All the payment will be made by IFCI, HO, New Delhi, electronically through RTGS/ NEFT by crediting the same in Vendors Bank Account as per details furnished in the Bank Mandate Form.

There shall be no escalation in the prices once the prices are fixed and agreed to by IFCI and the Bidder.

IFCI will pay invoices within 45 days from the date of receipt of accepted invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, IFCI shall make payment within 15 days from the date the dispute stands resolved.

Annexure III- Service Levels

As per the service levels committed by the OEM.

Annexure IV-Offer Forwarding Letter /Tender Submission Letter

(To be submitted on Bidder's letter head)

To,
General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
New Delhi -110019

Dear Sir,

Subject: Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI

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]

Annexure V-Tender Acceptance Letter

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

To,
General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place,
New Delhi -110019

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 years.

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.

Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI

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 with 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 the offer in accordance with tender instructions and as per aforesaid reference.

Date:

Place:

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

Annexure VI-Financial Bid Format

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

To,

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
New Delhi -110019

Dear Sir,

In response to your query, we hereby submit our financial bid, for supply of Backup Licenses for IFCI Limited as per specifications: -

Sr No	Product	Qty	Amount in Rs. (incl taxes)
1	Renewal of Cohesity Netbackup enterprise xplat 1 front end 5TB on premises standard subscription + essential maintenance conversion from perpetual license initial 12months	1	
2	Cohesity Netbackup enterprise xplat 1 front end 5TB on premise standard subscription + essential maintenance license initial 12months	1	
3	Installation & commissioning of license	1	
	Total Amount (1+2+3)		

Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the IFCI or service provider respectively.

All the terms and conditions contained in the RFP document are acceptable.

Date:

Place:

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

Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI

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

To,

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
New Delhi -110019

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]

Annexure VIII-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]

Annexure IX-Format of sending Pre-bid queries

Subject: Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI

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]

Annexure X-Declaration for Relation in IFCI

(To be submitted on Bidder's letter head)

To,

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru
Place New Delhi -
110019

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:

(i)

(ii)

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation

Annexure XI-Undertaking regarding Land Border Restriction
(To be submitted on Bidder's letter head)

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

We certify as under: We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- i. We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed); and
- ii. We shall not subcontract any work to a contractor from such countries unless such a contractor is registered with the Competent Authority.

Date:

Place:

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

Annexure-XII-Performance Bank Guarantee

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110019

Guarantee No.:

Amount of Guarantee: Rs.....

Guarantee Cover From.....to.....

Last date of Lodgement of Claim:

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

WHEREAS

i) IFCI has placed orders on M/s having its office at(hereinafter referred to as 'Service Provider or Bidder') vide its letter No..... dated for services of as per specifications and terms and conditions given in the above said orders, at a total cost of Rs.(Rupees.....only) including all GST etc. The service provider has now submitted invoices to IFCI, for the commencement of services of said amounting to Rs.(inclusive of all taxes and duties.)

The said orders, inter-alia, provides that a sum of Rs.being 97% of the price of the said will be paid to the Service Provider by IFCI on providing services and balance 3% upon furnishing a bank guarantee to IFCI, equivalent to 3% of the cost of the said.....amounting to Rs.(Rupees.....only), valid for a period of Year from the date of commencement of services plus three months and due performance of the said

At the request of the Services Provider, (Bank) the guarantor has agreed to give such a guarantee to IFCI as hereinafter mentioned for the sum of Rs.(Rupeesonly) being the 3% cost of the said applicable as herein before mentioned.

NOW, THEREFORE, these presents witnessed as follows:

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the saidare found to be defective in services and also in case the saiddo not perform satisfactorily during the guarantee period and the service provider fails to rectify the defects to the satisfaction of IFCI, the guarantor shall pay to IFCI upon demand immediately and without demur a sum of

Rs..... (Rupeesonly) equivalent to 3% of the
saidas herein before mentioned.

2. The Guarantor shall also indemnify and keep IFCI indemnified against all losses, damages, costs, claims and expenses whatsoever, which IFCI may suffer as a result of non-performance of the said and also the said not confirming to the purchase order specifications or any services defect noticed and not rectified by the service provider during the period. The guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the service provider admits or denies such claim or question its correctness in any Court, Tribunal or arbitration/proceedings or before any authority.

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

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs..... (Rupeesonly) and the guarantee shall remain in full force for One Year from the date of commencement of services plus claim period of three months and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Service Provider and IFCI.

5. Notwithstanding anything contained herein:

- a) The bank's liability under this guarantee shall not exceed Rs.
(Rupees)
- b) The guarantee shall remain in force up-to
- c) The Bank shall be liable to pay the guaranteed amount or any part thereof under this guarantee only if a written claim or demand is served upon the Bank on or before..... (3 Months after expiry of the Guarantee) after which the bank shall be discharged from all liabilities under this guarantee.

In witness whereof, the guarantor has put its hand to this deed at New Delhi dated this theday of,20.....

For and on behalf of

Guarantor
(Name and Designation of the signatory)
Seal and Address

Annexure XIII-Integrity Pact

(To be executed on plain paper and submitted along with Technical Bid 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, its successors in office and assigns) of the First Part

And

M/s.....
(with complete address and contact details) represented by Shri (i.e. Service Provider/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 Firm, 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 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, favor, 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 the 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 an 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 a reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

- a. 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.
- b. The Counter Party accepts and undertakes to respect and uphold the principal's absolute.
- c. right to resort to and impose such execution.
- d. Apart from the above, the principal may act for banning of business dealings / Counter Party as deemed fit by the Principal.
- e. 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 company 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: -

- a. 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.
- b. 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

- a. The Counter Party (ies) undertake (s) to demand from all sub-Manpower agencies a commitment in conformity with this Integrity Pact. The Counterparty 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.
- b. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
- c. The Principal will disqualify Counter Parties who do not submit to 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)

- a) 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 Umendra Sharma	Shri A Vijay Anand
Email Id: sharmaumendra@gmail.com	Email ID: Vijay_anand45@hotmail.com

- b) The IEM is not subject to instructions by the representatives of the parties and performs its functions neutrally and independently. The IEM shall give his / recommendations to

the MD & CEO/ DMD, IFCI Ltd.

- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) The word 'IEM' would include both singular and plural.

G. Duration of the Integrity Pact (IP)

- a) 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.
- b) 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

- a) This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office
- b) / 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.
- c) 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.
- d) 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.
- e) Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In that case, the parties will strive to come to an agreement to their original intentions.
 - f) 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.
 - g) 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 regarding 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 IFCI Limited

(Authorised Signatory)

Place:

Date:

Witness

1. _____

(Name & Address)

2. _____

(Name & Address)

For Bidder

(Authorised Signatory)

Place:

Date:

Witness

1. _____

(Name & Address)

2. _____

(Name & Address)

Annexure XIV-Declaration that the Bidder has not been blacklisted

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

To
General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
New Delhi -110019

Subject: Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI

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

Annexure XV-No Deviation Certificate
(To be submitted on Bidder's letter head)

To,

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place,
New Delhi -110019

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, Integrity Pact, 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 XVI-OEM's Authorization Format
(To be submitted on OEM's letter head along with Technical Bid)

To

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place,
New Delhi -111019

Dear Sir,

Subject: Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI.

Tender No:

We..... (OEM Name and address) confirm that the following company is a reseller of (OEM NAME) products:

We hereby extend our full support to the company detailed below as per General Terms & Conditions of RFP for the support services offered by them:

Name of the Company	
Address of the Company	
Telephone Number	
Fax Number	

The above-mentioned company will be purchasing products from (OEM NAME), which is able to purchase products for resale from us.

All applicable (OEM Name) product support services for all support services provided by the above-mentioned company will be extended to you, in accordance with (OEM Name) policies.

Date:

Place:

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

Note: This letter of authority should be on the letter head/certificate form issued by the "Original Equipment Manufacturer "(OEM) only on its letterhead.

Annexure XVII-Bid Security/ EMD

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 – 110019
T.No. 011-41732466 /41732456

Annexure XVIII-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

Renewal of Existing Veritas Backup License & Procurement of additional Backup License for IFCI

continuity and testing requirements.

- IFCI shall have the right to conduct 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.

Annexure XIX-Confidentiality/Non-Disclosure Agreement

This Confidentiality Agreement is executed on the _____ day of _____, 2024 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 the 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

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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)