

Forwarding Letter
(To be submitted on Vendor's letter head)

To

The Dy. General Manager (CPD)
IFCI Limited, IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir/Madam,

Subject: RFP -

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

We confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information. We agree to abide by all the terms and conditions as specified.

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

We also agree, that IFCI reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. We have also noted that IFCI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:...../...../2020

Authorized Signatory. (Name)

Designation:

Organization Seal:

Annexure II

OEM's Authorization Format

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

Dear Madam/Sir,

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 COMPANY	
ADDRESS OF 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.

Yours faithfully,

Dated:

Place:

Sd. /-Seal

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

Annexure III

Letter Authorizing Representing Executive(s)

Shri/ Km./ Smt. _____ son/ daughter /wife of Shri _____ Proprietor/ Partner/ Director/Authorized signatory/ Representative of M/s _____ (Name and Address of Bidder). (Registration No. _____) whose specimen Signatures are given below is hereby authorized to attend the Bid Opening. She / He is also competent to accept and sign any document in connection with tender regarding RFP No. _____ On our behalf. We undertake to abide by any acceptance given by him under his signature.

1. _____
3. _____

2. _____

(Specimen Signatures of Authorized Representative)

Name and Address of Authorized Representative

Date:

Place:

Signature of Authorized Person
Full Name:
Address:
Seal

Annexure – IV

Technical Specifications of the Products

TABLE A – Oracle Licenses (CSI: 20105461) Renewal: 30/06/2020 to 29/06/2022

S No.	Product Description (Software Updates & Product Support)	User/Units
1	Oracle Weblogic Server Management Pack Enterprise Edition – Processor perpetual	3
2	Oracle Database Standard Edition - Processor perpetual	2
3	Oracle Diagnostic pack – Processor perpetual	2
4	Oracle Tuning pack – Processor Perpetual	2
5	Oracle Database – Standard Edition – Named User Plus Perpetual	25
6	Oracle Weblogic Suite – Processor Perpetual	3

Price Bid Format/ Commercial Bid

TABLE I - SERVICE LEVEL- Software Updates

S No	Product Description	CSI#	Qty	License level/ Type	Start Date	End Date	Price (Taxes Inclusive)
1	Oracle Database – Enterprise Edition – Processor Perpetual	20105461	2	Full Use	30/06/2020	29/06/2022	
2	Oracle Database – Standard Edition - Named User Plus perpetual	20105461	25	Full Use	30/06/2020	29/06/2022	
3	Oracle Diagnostic pack – Processor perpetual	20105461	2	Full Use	30/06/2020	29/06/2022	
4	Oracle Tuning pack – Processor Perpetual	20105461	2	Full use	30/06/2020	29/06/2022	
5	Oracle Weblogic Server Management Pack Enterprise Edition – Processor perpetual	20105461	3	Full Use	30/06/2020	29/06/2022	
6	Oracle Weblogic Suite – Processor Perpetual	20105461	3	Full Use	30/06/2020	29/06/2022	
Program Technical Support Fees(I):							

TABLE – II SERVICE LEVEL- Product Support

S No.	Product Description	CSI#	Qty	License level/ Type	Start Date	End Date	Price (Taxes Inclusive)
1	Oracle Database – Enterprise Edition – Processor Perpetual	20105461	2	Full Use	30/06/2020	29/06/2022	
2	Oracle Database – Standard Edition - Named User Plus perpetual	20105461	25	Full Use	30/06/2020	29/06/2022	
3	Oracle Diagnostic pack – Processor perpetual	20105461	2	Full Use	30/06/2020	29/06/2022	
4	Oracle Tuning pack – Processor Perpetual	20105461	2	Full use	30/06/2020	29/06/2022	
5	Oracle Weblogic Server Management Pack Enterprise Edition – Processor perpetual	20105461	3	Full Use	30/06/2020	29/06/2022	
6	Oracle Weblogic Suite – Processor Perpetual	20105461	3	Full Use	30/06/2020	29/06/2022	
Program Technical Support Fees (II):							
Total Price (I + II):							
Total Price (In Words)							

* All figures shall be quoted inclusive of all taxes. Octroi, if any, would be reimbursed on actuals on production of original octroi receipts in favor of IFCI.

Date
Place

Signature of Authorized Signatory
Name of the Authorized Signatory
Designation
Name of the Organization ...
Seal ...

Scope of Work

**Renewal of Oracle DB, WebLogic Server, Diagnostics Pack, Tuning Pack
Weblogic Suite ATS**

CSI ID: 20105461

Oracle Database, WebLogic Server, Diagnostic pack, Tuning pack, Weblogic Suite

- Oracle Support Services (OSS) having following deliverables:
- *Oracle installation Support*
- *Business driven response priority (Severity Level)*
- *Problem resolution support*
- *Upgrades, bug fixes and patches as and when required will come directly from OSIL*
- *Guidance in up gradation of Oracle products*
- *Assistance in event of crash recovery*
- *24 x 7 global toll free routing telephone support*
- *24 x 7 access to web support*
- *Transfer rights*
- *Product Maintenance releases*
- *Access to wide range of electronic services for self-help, reference and information via **Oracle Meta Link***

**Other Terms & Conditions
For**

**Renewal of Oracle DB, WebLogic Server, Diagnostics Pack, Tuning Pack
WebLogic Suite ATS
IFCI Limited**

**RFP No: IFCI/CPD-/Limited Tender/IT-
Oracle/2020-21/02**

Dated: 14/05/2020

Last Date for submission/ uploading of Bids

11.00 AM on 05/06/2020

IFCI invites vendors (hereinafter referred as Bidders) to provide services as outlined in section "Scope of Work". Prospective bidders are advised to check the prequalification criteria before participating in bidding process.

The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

Terms of delivery

The vendor should provide the renewal confirmations for items as mentioned in Annexure – IV within 3-4 weeks from the date of acceptance of PO by the vendor.

Training & Support: Guidance & Support to be provided to IFCI staff by the vendor during application of patch and resolution of any technical issue. Standard Operating procedures or troubleshooting tips to be made available.

BID SUBMISSION & EVALUATION GUIDELINES

- Bid response must comply with the annexures provided. The rates as given in the schedule to be quoted in figures as well. The bidder is required to check the prices/amount carefully before submitting the financial bid.
- The entire proposal shall be submitted strictly as per the format specified. Bids with a deviation from this format are liable for rejection.
- Only one bid would be considered from one firm/Company.
- Prices quoted by the Bidder shall be considered as firm and fixed prices during the entire execution of the contract and not subject to variation on any account.
- All models submitted should not have an end of life expiration during the term of the agreement. In the event that a model is no longer available, the replacement model and related accessories shall be provided to IFCI at the same cost as the discontinued model or at a lower price.
- The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in this Bid document. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission of Bids.
- Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.
- Bids submitted by Fax or E-mail or any form other than mentioned will not be acceptable and liable for rejection by IFCI
- In order to assist in the examination, any time during the process of evaluation, the tender evaluation Committee may at its discretion ask a specific clarification/s from a bidder or all bidder's regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- Bidders willing to submit revised bids may do so before the closing date.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

- IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.
- Bids shall be evaluated on the basis of the total evaluated price, as per the quoted rates for the services mentioned in Scope of Work.
- Bids will be opened at IFCI Tower, Nehru Place, in the present of representatives of the bidders who may choose to be present. Evaluation of the eligible bids shall be done on L-1 basis, the Price bid submitted.

Exclusivity: IFCI will choose one (1) successful proposer only to provide these services.

Clarification of Tender Document: The prospective Bidders requiring any clarification of the Tender Document may notify IFCI in writing or by e-mail.

Validity of the offer: The Bid shall be valid for a minimum period of 90 days from the last date of OPENING OF Price bids submission as indicated. In exceptions circumstances IFCI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

Language: The Bidder shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract, will be in English.

Transfer of Bid Document/ Award: Transfer of Bids submitted by one Bidder of Award by successful bidder to other party is not permissible. IFCI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of IFCI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

Rectification of Errors

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

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

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

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder/any of the partners to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.
- The Tender(s) of those Bidder(s) who do not have adequate facilities and capabilities to provide comprehensive maintenance support during the contract period shall be summarily rejected.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with IFCI. However, IFCI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

However, IFCI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty warning may be issued to the bidder for minor deficiencies on its part.

In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the IFCI, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI.

Annulment of Award

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

Integrity Pact

Integrity Pact has to be signed by the successful bidder. Integrity Pact is enclosed as **Annexure-VIII.**

Award of PO/Work

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

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to supply /_Renewal of Oracle DB, Weblogic Server , Diagnostics Pack, Tuning Pack Weblogic Suite ATS , within three (3) days of receiving the notification.

Payment Terms

Payment against Bill / invoice shall be released only after supply/installation and observance of satisfactory performance of the equipment by IFCIs concerned user department.

Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

Purchaser's Right to Vary Quantities at the time of Award

IFCI reserves the right at the time of award of Contract to vary the number of devices, without any change in price or other terms and conditions.

Termination Clauses:

Termination for Insolvency

IFCI may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IFCI.

Termination of Contract

IFCI without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff or in case there are more than 3 penalties on Service Provider in any month.

The notice of termination shall specify that termination is for IFCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

Publicity

Any publicity by the Vendor in which the name of IFCI is to be used should be done only with the explicit written permission of IFCI.

Arbitration and Laws

Except, where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, shall be settled under the Rules of India Arbitration and Conciliation Act, 1996.

The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

Patents, Successful Bidder's Liability & Compliance of Regulations

Successful Bidder shall protect and fully indemnify IFCI from any claims for infringement of patents, , trademark or the like. Successful Bidder shall also protect and fully indemnify the IFCI from any claims from successful Bidder's workmen/employees, their heirs, dependence, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order. Successful Bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely IFCI from any claims/penalties arising out of any infringements.

Unsatisfactory Performance

The Parties herein agree that IFCI shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and IFCI , without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of IFCI . The Bidder covenants to be bound by the decision of IFCI without any demure in such an eventuality.

Merger/ Acquisition of Bidder

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

Force Majeure

IFCI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a) That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action

Apart from the extension of the time limit, force majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

Confidentiality of Information

This document contains information confidential and proprietary to IFCI. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of IFCI, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

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

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Vendor on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary 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.

Annexure VIII

Integrity Pact

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

(_____ Name of the Department / Officer)
Tender _____ No. _____
for _____ (Each Tender must have Distinct Number
and Subject Matter)

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

And

M/s. _____

—

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

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

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

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

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

NOW THEREFORE,

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

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

Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

A. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

B. Commitments of Counter Parties

The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to

the following. Counter Party (ies) commit himself / themselves to observe these principles during participation in the Tender Process and during the Contract execution: -

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favor of disfavor to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.
13. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
15. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
16. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of

the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

D. Consequences of Breach

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the Principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

E. Equal Treatment of all Bidders/Contractors/Subcontractors/Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

F. Independent External Monitor (IEM)

1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the IEM is as under: -

Dr. Anita Chaudhary
Email Id: anitach123@hotmail.com

Shri Sadhu Ram Bansal
Email Id: sr.bansal123@gmail.com

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD&CEO, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.
4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

G. Duration of the Integrity Pact (IP)

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.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, IFCI Ltd.

H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

I. Legal and Prior Rights

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

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

(For and behalf of Principal)

(For and behalf of Counter Party)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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