



IFCI Financial Services Limited
Chennai

Request For Proposal **(RFP)**

***For procurement of AML/PML software
solution for IFCI Financial Services Limited
(Broking and DP Operation)***

*Corporate Office : Continental Chambers 3rd Floor, 142,
Mahatma Gandhi Road, Nungambakkam, Chennai - 600034*

RFP REF NO: IFIN/OPR/AML-PML/2023/01

- | | | |
|--------------------------------------|---|--|
| i) Bid Open Date for RFP documents | : | 16 th October 2023, 3.00 pm |
| ii) Bid Close date for RFP Documents | : | 6 th November 2023, 5.30 pm |

Disclaimer

The information provided by the bidders in response to this RFP Document will become the property of the IFIN and will not be returned. IFIN reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. IFIN also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by IFCI Financial Services Limited for its requirement of Anti-Money Laundering (AML) Software Solution. It should not be reused or copied or used either partially or fully in any form.

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by IFIN or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by IFIN, but an invitation for service provider's responses. No contractual obligation on behalf of IFIN, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of IFIN and the Bidder.

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1. Preface

Tenders submission are invited by the IFCI Financial Services Ltd (IFIN) under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for procurement/purchasing of Prevention of Money Laundering / Anti Money laundering (PML/AML) software on the terms and conditions mentioned in the tender document.

2. Name and address of the authority

IFCI Financial Services Limited (IFIN)/IFIN Commodities Limited, Continental Chambers, 3rd Floor 142 Mahatma Gandhi Road, Nungambakkam, Chennai -600034 Phone: 044-28306600, Email id : chennai@ifinltd.in

3. Address for downloading tender document

<https://www.ifinltd.in/tenderpdf.htm>

4. Contact person(s) for any queries related to tender:

Tender related clarification may be obtained from:

Mr. Nazeer Ahmed, Assistant Vice President-Compliance

Written queries can be sent by email at: nazeer@ifinltd.in

Telephone: 044-28306600

5. Submission of the tender

This Tender is limited tender. So, offers will be accepted in hard copy.

6. Schedule for invitation for bids:

I. Bid Open Date for RFP documents	16 th October 2023, 3.00 pm
II. Bid Close date for RFP Documents	6 th November 2023, 5.30 pm
III. Date and time of opening of Tender (Technical Bid)	7 th November 2023, 4.30 pm
IV. Date and time of opening of Tender (Financial Bid)	8 th November 2023, 4.30 pm

The submitted bid will be opened at Continental Chambers, 3rd Floor, 142 Mahatma Gandhi Road, Nungambakkam, Chennai 600034. Opening time of the bid will be communicated to the respective bidders are requested to participate through Video conference in the respective link provided by us.

7. Period for validity of tender document:

3 Months from the date of opening of the Bid.

8. Type of bid :

Two bid system Technical & Financial i.e. Bidding request will be called separately.

9. Procedure for Submission:

Bidders are requested to submit Technical and Financial Bid in separate covers.

Technical Bid : Bidders are requested to drop original documents (Sealed cover) at IFIN's corporate office Tender Box.

Financial Bid : Bidders are requested to drop original documents (Sealed cover) at IFIN's Corporate Office Tender Box.

10. Scope of work

- I. IFIN intends to implement an end-to-end solution for Anti-Money Laundering solution, which includes Screening, Regulatory reporting, Risk rating, Transaction monitoring, Periodical review etc. for the proposed Software.
- II. The Bidder is required to provide required Software Application with required licenses, install & deploy the solution at the IFIN Head Office at Chennai and integrate the proposed solution with IFIN Back office applications as per IFIN requirement. When IFIN changes/replaces/upgrades the Back office application, then the eligible Bidder should provide necessary compatible changes of the Anti-Money Laundering solution without any extra cost to IFIN.
- III. The Bidder shall be responsible for Installation, Configuration, integration, operationalization and Maintenance of AML Solution in IFIN.
- IV. The Bidder should setup the UAT environment for testing of the solution before implementation of the AML/PML solution in the production environment. The UAT setup shall be at Chennai and used for the customization of any changes before movement in production.
- V. The proposed solution should be capable of generating all the exchange/regulatory reports pertaining to AML/PML as per required format. The solution should be flexible enough to take care of existing as well as any new future reports, mandated by exchanges/regulatory authorities, within the timelines stipulated by the regulatory bodies during the contract period at no additional cost to IFIN.
- VI. The proposed solution should migrate the existing data and archive data consisting of open/closed alerts of the existing AML/PML solution and would be readily available for inquiry purposes.
- VII. The solution should abide by the user management system and password protected as per the IT security policy outlined by IFIN and should also incorporate maker-checker concept for operational uses. The software solution should also provide multiple user login facility.

- VIII. Bidder should act as a System Integrator for providing AML solution and all the required application software, third party utilities and their licenses should be provisioned in the bid itself. Bidder is liable for supply, installation, testing, commissioning, warranty, operational support, Annual Maintenance Contract (AMC) and Annual Technical Support (ATS) of all components of proposed AML solution.
- IX. The proposed solution should comply with the existing or future time to time guidelines on KYC- AML from various regulators/enforcement agencies like FIU-IND, UIDAI, SEBI, Stock Exchanges etc. as and when new guidelines are issued from such regulatory authorities, the Bidder should incorporate the same in the solution and at no additional cost to the IFIN during the contract period.
- X. Bidder has to provide support for software/ third party tools at no additional cost to the IFIN during the warranty/AMC/ATS period. Bidder has to ensure that services under warranty, AMC, ATS should be provided on comprehensive basis
- XI. The PML/AML solution should support advanced search techniques to search data provided by the regulators. It should enable the user to enter the various search parameters to refine the search.
- XII. The Bidder should maintain uptime of 99.95% of the solution during contract period.
- XIII. The Bidder should provide Backup/restoration/patch/updates/upgrades related activities pertaining to the Anti-Money Laundering Solutions. All updates and upgrades application has to be done by the selected Bidder during contract period. All these activities are to be covered under scope of AMC/ATS provided by the vendor and IFIN will not pay any additional cost for the same. Bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc. to the IFIN. Also rectify the irregularities pointed out during any Audit at no cost to the IFIN.
- XIV. The selected vendor has to provide necessary training for administrators/users of the application and shall also provide comprehensive documentation of the application including user manual and other related documents.
- XV. The proposed AML/PML solution should categorize accounts into risk categories – High, Medium, and Low – as per the risk rating mechanism in tune with the AML/PML policy. It should support risk profiling of customers based on occupation, Income range, STR filed, FIU report, KYC compliance, transaction patterns, turnover etc. The solution should also calculate the threshold limits based on customer's profile. There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data. In addition, it should be always possible to override the system calculated risk values, having an option to manually set the risk.
- XVI. Software should provide AML-sanction screening tool which will screen the onboarding customer/ pre-existing customers against a list of sanction databases and provide matching lists to avoid onboarding any sanction entity. (Sanction list/Negative List such as OFAC/ALQuaida/Grey Country List, etc.
- XVII. STR alerts to be generated on T+1 day, i.e. transactions of 1st day should appear in the beginning of 2nd day so that risk involved in delay can be mitigated.

- XVIII. The software should provide rule based suspicious transaction identification. It should have the ability to update rules incorporating new scenarios as and when notified by the concerned authority for identifying suspicious transactions. The solution should also have provision to create user-defined rules based on various parameters like customer type, nature of transaction, various risks etc.
- XIX. Bidder should provide Daily/Monthly/Quarterly/Yearly/adhoc reports, Exception reports, Detailed/summary level reports, etc. in the specified formats as required by IFIN and regulators. Reports should be downloadable in excel, csv, txt, pdf etc. in regulator required format.

11. Profile of vendor organization (To be submitted on letter head)

1	Company Name	
2	Date of Incorporation	
3	Holding Company or Parent Company (if any)	
4	Shareholding pattern of the vendor company	
5	List of Sister Concerns if any along with the business engaged in	
6	List of subsidiaries if any along with the business engaged in	
7	Company address	
8	Contact details: Name, phone, fax and e-mail	
9	Number of years in business	
10	Authorized Account Representative	
11	Please confirm if you have all regulatory registrations in place to undertake this line of business activity	

12. Services and warranty including AMC

- I. All professional services necessary to successfully implement the proposed AML/PML Software Solution will be part of the RFP/Contract.
- II. Bidder should ensure that, key personnel with relevant skill-sets are available to IFIN in a timely manner as required for the Implementation & Training.
- III. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- IV. Bidder shall be willing to transfer skills to relevant personnel from IFIN, by means of training and documentation.
- V. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to IFIN.

- VI. The Bidder shall keep IFIN explicitly informed on the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS from bidder at the bidder's own cost.

13. Technical bid

Proforma of Technical Profile to be tendered on the letterhead of the bidder

Sr. No.	Particulars	Information to be filled and supportive document to be enclosed
1	Name & address of the Proprietary Concern / Company / Partnership Firm	Information to be filled
2	Correspondence Address	Information to be filled
3	Registered Address	Information to be filled
4	Contact Person : Name, designation, e-mail id, Mobile Number etc.	Information to be filled
5	GST Registration Certificate	Information of GST number to be filled and Supporting documents needed
6	Details of PAN	Information of PAN number to be filled and enclose copy of the self-attested PAN card.
7	Experience in Services in stock broking / capital market and DP operation.	Information to be filled (brief note about the organization as separate annexure XIII)
8	Acceptance Letter – Annexure 1	Supporting documents needed as per Annexure 1
9	Authorization for signing of RFP Document	Self-Declaration documents needed
10	Details of Bank Account : i. Name and Type of account : ii. Account number : iii. MICR number : iv. Bank name with full address and PIN code	Supporting documents needed (Cancelled Cheque leaf or SOA)
11	Bidder will have to execute an Integrity pact IFIN.	As per format given in Annexure IV
12	MSME certificate (if any)	Supporting documents needed
13	Cost of Bid Document details	Supporting documents needed
14	Bidder should be Registered Company or LLP and should be in business for more than 3 years as on 30 th September 2023	Declaration as per format given in Annexure VII supported with Certificate of Incorporation /Registration, MOA and AOA, License and relevant document
15	Bidder should have at least 3,000 square feet office in India. (including rental or own premises)	Declaration as per format given in Annexure VIII with supporting documents
16	Bidder must have minimum 50 resources person on its rolls at the time of submission of bid.	Declaration as per format given in Annexure IX with supporting documents if any.
17	Bidder must be capable of providing 24 X 7 support.	Declaration as per format given in Annexure X with supporting documents if any on Company

		letter head duly signed by authorized signatory
18	Bidder must have implementation/migration experience	Declaration as per format given in Annexure XI with supporting documents
19	The Bidders should have a minimum average turnover of INR 5 Crore and must have positive net worth as per the audited financial statement. [CA Certificate to be submitted].	Self - Declaration documents supported with CA certificate for FY's 2020-21, 2021-22 & 2022-2023 mentioning turnover and profit.
20	The Bidder shall produce a self-declaration that there are - (a) no vigilance cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency (c) The Bidder has not been blacklisted by Government and other PSU/ Public Sector Banks/ Financial Institutions/ Insurance Companies / any Regulators. (d) not convicted under Criminal offences (f) Company/ firm has not been referred to NCLT by any creditor.	Self-Declaration documents to be enclosed.
21	The bidder must submit at least three Customer Satisfactory Performance Reports (CSPR) where the Agency has been working/worked during last three years.	Relevant signed document to be submitted
22	The Bidder should have given AML/PML software solution to the minimum 3 Stock Broking Companies & DP in the past three years	Detail on number of such projects along with copies of Purchase order or documentary evidence
23	The Bidder should provide the list of customers and their contacts to IFIN who has already procured the software.	Information to be submitted as per annexure XII

13.1. Commercial bid format

The following details to be given on the letterhead of the bidder

Details	Bidding Amount in Rs. Lakhs*
Initial Subscription of Software Solution for Anti Money Laundering Act (ALMA) / Prevention of Money Laundering Act (PMLA) for DP, Trading (Equity, Commodity & Currency), Screening, Regulatory Reporting, Risk Rating, Transaction alert, Monitoring reports, Periodical reviews etc. Up to 10,000 active clients →	
One time Software implementation Charges →	
Renewal of Subscription Charges in value for next 3 Years (year wise breakup)	

after the completion of one year from the date of purchase)	
1 st Year (Up to 10,000 active clients) →	
2 nd Year (Up to 10,000 active clients) →	
3 rd Year (Up to 10,000 active clients) →	
<u>Rate per customer Above 10,000 at the time of renewal</u>	
From 10,001 to 15,000 active clients →	
From 15,001 to 25,000 active clients →	
More than 25,000 Clients →	

**The Financial Bid should carry the information of software cost and GST separately.*

14. BID EVALUATION

IFIN will evaluate the bid submitted by the bidders under this RFP. It is IFIN discretion to decide at the relevant point of time. The eligibility bid submitted by the bidder will be evaluated against the Eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of IFIN would be final and binding on all the bidders to this document. IFIN may accept to reject an offer without assigning any reason whatsoever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of IFIN.

Responses from respondent will be evaluated on two stages, sequentially, as below ;–

Stage A	Technical Evaluation consisting of Document Evaluation with eligibility criteria. Bidders who will secure 50 marks out of 100 marks will qualify in Stage A and will be selected next stage.
Stage B	Commercial Evaluation

During evaluation of this RFP, IFIN, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. IFIN reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of IFIN shall be final and binding on all the bidders to this document and IFIN will not entertain any correspondence in this regard. The evaluation methodology vis-à-vis the weightages are as under.

Responses to the eligibility Criteria as mentioned in Point 13 above shall be evaluated (Technical bid) and assessed.

Stage A

Sr. No.	Parameter	Performance Level	Score
1	The bidder should be in business for more than 3 years as on 30 th Sep 2023	3 years – 5 years	10
		>6 years – 8 years	12
		>9 years – 11 years	15
		Above 11 years	20
2	Bidder must have at least 50 IT resources employee on its rolls at the time of submission of bid	Min 50 employees	10
		>50 -75 employees	12
		75-100 employees	15
		100+ employees	20
3	The Bidder should have given AML/PML software solution to the minimum 3 Stock Broking Companies & DP in the past three years	3 Stock Brokers	4
		7 Stock Brokers	6
		10 Stock Brokers	8
		More than 10 Stock Brokers	10
4	The Bidders should have a minimum average turnover of INR 5 Crore and must have positive net worth as per the audited financial statement. [CA Certificate to be submitted].	Rs. 5 Cr – Rs. 15 Cr	10
		>Rs. 15 Cr – Rs. 25 Cr	12
		>Rs. 25 Cr - Rs. 40 Cr	15
		>Rs. 40 Cr	20
5	The bidder should have developed the application in said Data Base Programming Language.	Mongo DB	2
		Oracle DB	4
		My SQL	7
		MS SQL	10
6	The bidder must submit at least three Customer Satisfactory Performance Reports (CSPR) where the Agency has been working/worked during last three years.	3 Reports	4
		4 Reports	6
		5 Reports	8
		More than 5 Reports	20
	TOTAL		100

Maximum score would be 100 and bidders minimum scoring of 50 marks will be selection of next stage of stage.

Stage B

Commercial bid proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format and conditions as given in above.

The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete i.e., either for not providing the quote or for all the required services, it shall be then presumed that the services shall be provided without any additional cost to IFIN. IFIN may, however, in its absolute discretion disqualify the bidder whose commercial quote is found to be incomplete. All related applications and deployment cost which are a part of the bidders proposed solution architecture will be under the ownership of the bidder and the cost of the same should be factored in the commercial bid.

15. Adoption of integrity pact

IFIN has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with IFIN, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The format (text) for the Integrity Pact is provided as Annexure-IV

16. Confidentiality and Secrecy

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to IFIN. IFIN may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with IFIN or any of its customers, suppliers, or agents without the prior written consent of IFIN.

17. Award Of Contract

The contract shall be awarded to and the order shall be placed with selected L1 Bidder based on the price/technical qualification by the bidder. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. IFIN reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

18. Price Validity

The selected bidder will be required to keep the price valid for a period of 1 year (12 months). There shall be no increase in price for any reason whatsoever during the period of 12 months during the price validity period of 12 months.

19. Terms of Payment

Purchase Order shall be placed by the IFIN Head Office. The successful bidder shall give acceptance within 7 days from the date of receipt of the order. However, IFIN reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of order.

➤ *for Software Installation*

Nature of Process	Payment
Initial acceptance	25% of Cost
After Installation of all the modules purchased	25% of Cost
Go Live	50% of Cost

20. Paying Authority

The payment will be made by IFIN, Head Office. However, all the payments shall be subject to the performance / delivery of the Product/Services to the satisfaction of the IFIN for this purpose. However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery and commissioning, live running and service report etc.

21. Cancellation Of Order & Realization Of Penalty/Compensation

IFIN reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process
- iii. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- iv. Non-compliance of the scope of the work.
- v. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the IFIN.
- vi. On the events of data piracy / privacy / system failures / security failures.

22. Compliance With Laws

- i. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the IFIN.
- ii. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

- iii. If at any time during the term of this Agreement, if IFIN is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between IFIN and the bidder, which proves to be unsatisfactory to IFIN, then the IFIN shall be entitled to terminate this Agreement by giving not less than one-month notice in writing.
- iv. Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, SEBI, Stock Exchange, Depositories (NSDL & CDSL etc.), NPCI, UIDAI other regulatory authorities or due to industry level changes to be promptly provided by the selected bidder to IFIN during the contracted period at no extra cost to IFIN.

23. Service Support

Any service including the software deliverables that are reported to be down on a given date should be rectified within 24 hours at no extra cost to IFIN. The same should be made operational within 36 hours. The timeliness provided in this section pertains to modification of software / programming etc. However the bidder has to maintain the required uptime.

24. Term and Condition with Details

- i. **Taxes & levies:** Applicable taxes payable are at actual and as per the prevailing rate of Government notification. Applicable deduction if any, may / will be recovered (deducted) from the payment(s)
- ii. **Force Majeure:** Neither IFIN nor the bidder shall be responsible for any failure to fulfill any term or condition of the CONTRACT, if and to the extent that fulfillment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, "Force Majeure" mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to rely on Force Majeure shall promptly, within 5 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure. And, all Parties will endeavor to agreed alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure. Each PARTY shall bear its own cost in relation to the force majeure occurrence.

However, any failure or lapse on the part of the bidder to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate

disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force Majeure, as set out above.

If the duration of delay exceeds ninety (90) consecutive or one hundred eighty (180) cumulative days, IFIN and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the IFIN, shall be final and binding on the bidder.

- iii. **Dispute Resolution:** In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Chennai jurisdiction only. The final payment will be released only after the bidder complies with above-mentioned clause
- iv. **Right to alter RFP**
 - a. IFIN reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
 - b. IFIN reserves the right to amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever.
 - c. IFIN reserves the right and in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring IFIN to do the aforesaid.
 - d. At any time before the deadline for submission of Bids / offers, IFIN may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP / Bid Document and all such modifications shall be binding on them.
 - e. All prospective Bidders who have received this RFP shall be notified about the amendment on IFIN website (www.ifinltd.in) and all such amendments shall be binding on them.
 - f. If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, IFIN at its sole discretion reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on IFIN for the same. IFIN decision in this regard shall be final, conclusive and binding on all the Bidders.
- v. **Integrity Pact:** The bidder will have to enter in to an Integrity Pact with IFIN. The format (text) for the Integrity Pact is provided as Annexure IV. The successful bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.

Sub-Contracting: No Sub-Contracting is allowed for this RFP but services can be taken from other service providers.

Non-Disclosure Agreement (NDA): The successful bidder will sign a Non-Disclosure Agreement (NDA) with IFIN. A Draft NDA is enclosed with this RFP. Acceptance of all clauses mentioned in the NDA (Draft Annexure VI) need to be provided by the bidders along with the Bid.

- vi. **Right to accept / Reject BID:** IFIN reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IFIN action. Any decision in this regard by IFIN shall be final, conclusive and binding on all the Bidders.
- vii. **Acceptance of Bid:** Prior to the expiration of the period of Bid validity, IFIN will notify the successful Bidder in writing, that its bid has been accepted.
- viii. **Execution of Documents ;**
 - i. After IFIN notifies the Successful Bidder that its bid has been accepted, the Bidder should sign the Contract and complete the execution of all other documents within 15 business days of the acceptance of LOI / PO. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee and any other legal Document etc.
 - ii. Payment of stamp duty on signing of contract would be as per laws applicable in the State of Tamil Nadu.
 - iii. The Bidder shall bear all costs and expenses for the execution of stamp duty and submission of the contract and agreements. IFIN shall not be responsible or liable for reimbursing / compensating these costs and expenses.
 - iv. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IFIN including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.
- ix. **Termination of contract:**
 - i. IFIN reserves the right to terminate the contract without any compensation and by giving the Bidder 90 day's prior notice & the Bank Guarantee will be invoked forthwith, if the performance of the Bidder is found to be unsatisfactory or not meeting the Service Level Requirement at any point of time. Any decision in this regard of IFIN shall be final, conclusive & binding on the successful Bidder.
 - ii. The agreement may be terminated by either-side by giving three months' notice on infringement of any terms & conditions of the agreement or failure to perform any obligation under the agreement or inability of any of the parties to continue with the performance of the agreement. However, it would be the responsibility of each party to assist the other party in orderly termination of the agreement.
 - iii. The bidder agrees that in the event of termination of this agreement, the bidder shall continue to provide services in the same manner for the notice period. The bidder agrees to co-operate with IFIN for the smooth transfer of the subject matter of this agreement to any other party appointed for this purpose by IFIN.

- iv. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, IFIN shall reserve the right to take any steps as are necessary, to ensure its business continuity.
- v. Termination for Insolvency: IFIN 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 IFIN.
- vi. Termination for Default: IFIN, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part.

x. Dispute Resolution:

- i. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
 - a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within twenty one (21) days of receipt of this notice.
 - b) The matter will be referred for negotiation between Authorized Representative's from IFIN and Vendor/Contractor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.
- ii. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Chennai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Chennai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

iii. The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

iv. The provision under this section survives the contract.

Adherence to safety procedures, rules regulations and restrictions:

- i. Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by IFIN shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder/Contractor shall keep IFIN indemnified for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
 - ii. Bidder shall take all measures necessary or proper, to protect the personnel work and facilities and shall observe all reasonable safety rules and instructions.
 - iii. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
 - iv. Bidder shall also adhere to all requirement/regulations of IFCI Financial Services Ltd during the execution of the work.
- xi. **Governing Law:** This Contract shall be governed in accordance with the law of India. These provisions shall survive the Contract
- xii. **Jurisdiction of Courts:** This Contract shall be governed in accordance with the law of India. These provisions shall survive the Contract

Annexure

Profile of vendor organization (To be submitted on letter head)

1	Company Name	
2	Date of Incorporation	
3	Holding Company or Parent Company (if any)	
4	Shareholding pattern of the vendor company	
5	List of Sister Concerns if any along with the business engaged in	
6	List of subsidiaries if any along with the business engaged in	
7	Company address	
8	Contact details: Name, phone, fax and e-mail	
9	Number of years in business	
10	Authorized Account Representative	
11	Please confirm if you have all regulatory registrations in place to undertake this line of business activity	

Authorized Signatory

Company Seal :

Date :

ANNEXURE – 1: BID FORM AND LETTER OF ACCEPTANCE

[On Company's letter head] (To be included in Technical Bid)

Date: _____

To:

**IFCI Financial Services Limited.,
Continental Chambers, 3rd Floor,
142, Mahatma Gandhi Road,
Nungambakkam, Chennai – 600034**

Dear Sir,

Ref: IFIN - For procurement of AML/PML software solution for IFCI Financial Services Limited

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / corrigendum / revisions, if any, furnished by IFIN and we offer to supply, Install, Customize, test, commission and support the desired Software Solution detailed in this RFP. We have necessary infrastructure, experience, expertise to undertake software development and maintenance activity.

A. While submitting this Bid, we certify that:

- a) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- b) We are not in contravention of conflict of interest obligation mentioned in this RFP.
- c) Commercial bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- d) The Commercial bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- e) We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- f) We have quoted for all the products/services mentioned in this RFP in our Commercial Bid.
- g) The rate quoted in the Commercial Bids are as per the RFP and subsequent pre- Bid clarifications/ modifications/ revisions furnished by the IFIN, without any exception.

B. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, IFIN will have right to disqualify us from the RFP without prejudice to any other rights available to IFIN.

- C. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by IFIN.
- D. We agree to abide by all the RFP terms and conditions, contents of Service Levels of this RFP and the rates quoted therein for the orders awarded by IFIN up to the period prescribed in the RFP, which shall remain binding upon us.
- E. Till execution of a formal contract, the RFP, along with IFIN notification of award by way of issuance of Purchase Order and our acceptance thereof, would be binding contractual obligation on IFIN and us.
- F. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- G. We hereby certify that our name does not appear in any "Caution" list of any other regulatory bodies.
- H. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any State Government / Central Government / PSU
- I. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by IFIN to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- J. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by IFIN in the RFP document.
- K. I/We certify that all information furnished by us is true & correct and in the event that the information is found to be incorrect /untrue or found violated, then you shall without giving any notice or reason thereof or summarily reject the Application or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full security deposit / earnest money deposit absolutely.

Dated this day of20.....

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Bidder will have to execute an Integrity pact IFIN

Annexure IV

(To be executed on bidder letter head and submitted along with Technical Bid. To be signed by the authorized signatories of the bidders)

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 Financial Services Ltd., a company incorporated under Companies Act, 1956, with its Registered Office at IFCI Tower, 15th Floor, 61, Nehru Place, New Delhi 110 019.

And

M/s. _____ (with _____ complete address and contact details) represented by Shri _____ (i.e. Vendors / 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/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal / Owner to monitor the Tender process and the 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, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings 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:-

I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a) No employee of the Principal/Owner, 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 not legally entitled to.
 - b) The Principal/Owner will, during the Tender Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees 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 / Owner / IFCI Financial Services Ltd will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. 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) / Bidders commits himself to observe these principles during participation in the Tender Process and during the Contract execution.
2. 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 to any official of the PRINCIPAL, 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.

3. 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 to any official of the Principal / IFCI Financial Services Ltd. or otherwise in procurement the 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 / IFCI Financial Services Ltd for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / IFCI Financial Services Ltd.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / IFCI Financial Services Ltd that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / IFCI Financial Services Ltd or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / 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 such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at **Annexure A**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure B**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of IFCI Financial Services Ltd /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / 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.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / IFCI Financial Services Ltd as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.

12. The Bidder / Counter Party commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / 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.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / IFCI Financial Services Ltd, or alternatively, if any relative of an official / employee of Principal / IFCI Financial Services Ltd has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender.
15. The term `relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / 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 / IFCI Financial Services Ltd
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender Process.
18. The Bidder / 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.

III. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / IFCI Financial Services Ltd is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / IFCI Financial Services Ltd. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / IFCI Financial Services Ltd.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / IFCI Financial Services Ltd's absolute right to resort to and impose such exclusion.

3. Apart from the above, the Principal / IFCI Financial Services Ltd may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / IFCI Financial Services Ltd.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ IFCI Financial Services Ltd may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

IV. Consequences of Breach

Without prejudice to any rights that may be available to the Principal / IFCI Financial Services Ltd / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / IFCI Financial Services Ltd / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. Forfeiture of EMD / Security Deposit : If the Principal / IFCI Financial Services Ltd / Owner has disqualified the Bidder(s)/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 the Article III, the Principal / IFCI Financial Services Ltd / Owner apart from exercising any legal rights that may have accrued to the Principal / IFCI Financial Services Ltd / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / IFCI Financial Services Ltd obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / IFCI Financial Services Ltd has substantive suspicion in this regard, the Principal / IFCI Financial Services Ltd / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

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

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / 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-bidders.
2. The Principal / IFCI Financial Services Ltd / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / IFCI Financial Services Ltd / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / IFCI Financial Services Ltd and the Bidder/Counter Parties,

along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

V. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

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 CEO&MD IFCI Financial Services Ltd

VI. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the IFCI Financial Services Ltd /Principal / Owner who has floated the Tender.
2. Changes and supplements in any Procurement / Services Contract / Tender need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor 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 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 this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / IFCI Financial Services Ltd in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

VII. 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 agrees 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 on behalf of Principal / Owner / IFCI Financial Services Ltd

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES :

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (here in after “Agreement”) is executed on this day of _____, 2023 by and between

IFCI Financial Services Limited, a company incorporated under the Companies Act, 1956 and having its registered office at at IFCI Tower, 15th Floor, 61, Nehru Place, New Delhi 110 019. (hereinafter referred to as “IFIN” which expression shall mean and include its successors and assigns), of the One Part;

And

_____ (Company Name) a company incorporated under the Companies Act, 1956 and having its registered office / corporate office at _____ (Complete address) (hereinafter referred to as “Company Name” which expression shall mean and include its successors and assigns), of the Other Part.

IFIN and _____ (Company Name) are individually referred to as ‘Party’ and collectively as ‘Parties’.

The Party disclosing Confidential Information under this Agreement shall be referred to as Disclosing Party and the Party receiving Confidential Information shall be referred to as Receiving Party.

Purpose : Whereas, the Parties wish to explore possible business opportunity, during which either Party will be required to disclose certain Confidential Information to the other.

Confidential Information and Exclusions : Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential or otherwise; (b) all information including technical, data security, cyber security business, financial and marketing information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or bidder list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential

Information disclosed herein; (d) is disclosed pursuant to judicial order or requirement of the governmental bidder or by operation of law, provided that the recipient party gives disclosing party a written notice of any such requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.

Confidentiality Obligations: The Receiving Party shall, at all times maintain confidentiality and prevent disclosure of Confidential Information of Disclosing party with at least the same degree of care as it uses to protect its own confidential information but in no event with less than reasonable care. The Receiving Party shall 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. The Receiving Party agrees not to disclose, transmit, reproduce or make available any such Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Recipient's directors, concerned officers, employees, attorneys or professional advisors who need to have access to the Confidential Information for the purposes of maintaining and supporting the services and each of whom shall be informed by Receiving Party of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. The Receiving Party shall not, unless otherwise agreed herein, use any such Confidential Information and Confidential Materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. The Receiving Party shall not use the Confidential Information in any way to create a derivative work out of it or reverse engineer or use for any commercial purpose or for any purpose detrimental to the Disclosing Party. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.

No Warranty: All Confidential Information is provided 'as is.' Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.

No License: Each Party recognizes that nothing in this Agreement is construed as granting proprietary rights, by license or otherwise, to any Confidential Information or to any intellectual property rights based on such Confidential Information.

Return: The Receiving Party who receives the Confidential Information and Confidential Materials agrees that on receipt of a written demand from the Disclosing Party:

Immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;(SUCH RETURN OF DOCUMENTS SHOULD BE DONE BY SIGNING A LETTER).

To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and

To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

Receiving party will attempt to maintain, to the best possible extent, physical and logical segregation of the Confidential Information of the data of the Receiving party from data of any third party.

Term: The term of this Agreement shall be () years from _____ (the Effective Date). Either Party may terminate this Agreement by giving a thirty (30) days written notice to the other. The confidentiality obligations stated in this Agreement shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.

Remedies: The Confidential Information and Confidential Materials and all copies thereof, in whatsoever form shall at all-time remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The Parties acknowledge and agree that the Disclosing Party will suffer substantial and irreparable damage, not readily ascertainable or compensable in monetary terms, in the event of any breach of any provision of this Agreement by the Receiving Party. The Receiving Party therefore agrees that, in the event of any such breach, the Disclosing Party shall be entitled, without limitation of any other remedies otherwise available to it, to obtain an injunction or other form of equitable relief from any court of competent jurisdiction.

Governing Law and Jurisdiction: This Agreement may be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai, India.

Miscellaneous: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by a mutual written consent of both the Parties.

For IFCI Financial Services Limited	For (Company Name)
Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title:

ANNEXURE–VII: Declaration of being in business for more than 3 years consecutive experience as on 30th September 2023.

(To be given on Company Letter Head)

To,

**IFCI Financial Services Limited.,
Continental Chambers, 3rd Floor,
142, Mahatma Gandhi Road,
Nungambakkam, Chennai – 600034**

Sub: Declaration for being in business for more than 3 years consecutive experience as on 30th September 2023

Dear Sir,

I/We hereby certify that _____ (Company Name) is a reputed and **established** entity in the business with a _____ **years** of consecutive experience as on 30th September 2023.

Please find enclosed the following supporting documents for the same:

1. Certificate of Incorporation/Registration
2. License
3. Any other relevant document(s)

Signature:

**Name of the Authorized Person:
(Authorized for this RFP)**

Designation:

Date :

ANNEXURE–VIII: Declaration regarding Bidder's having atleast 3,000 sq. ft. office in India
(including leased or own premises)

(To be given on Company Letter Head)

To,

**IFCI Financial Services Limited.,
Continental Chambers, 3rd Floor,
142, Mahatma Gandhi Road,
Nungambakkam, Chennai – 600034**

Sub: Declaration regarding Bidder having atleast 3000 sq. ft. office in India.

Dear Sir,

I/We hereby certify that _____ (Company Name) is having
_____sq. ft. area for business operation in India.

Please find enclosed copy of documentary evidence.

Signature:

**Name of the Authorized Person:
(Authorized for this RFP)**

Designation:

Date :

ANNEXURE–IX: Declaration regarding Bidder’s employing atleast 50 IT resources employees on its rolls.

(To be given on Company Letter Head)

To,

**IFCI Financial Services Limited.,
Continental Chambers, 3rd Floor,
142, Mahatma Gandhi Road,
Nungambakkam, Chennai – 600034**

Sub: Declaration regarding employing atleast 50 IT resources on rolls.

Dear Sir,

I / We hereby certify that _____ (Company Name) is employing
_____ number of IT resources on its rolls as on date of submission of bid.

Signature:

**Name of the Authorized Person:
(Authorized for this RFP)**

Designation:

Date :

ANNEXURE–X Declaration regarding - Bidder capable of providing 24 X 7 support

(To be given on Company Letter Head)

Date:

To,

**IFCI Financial Services Limited.,
Continental Chambers, 3rd Floor,
142, Mahatma Gandhi Road,
Nungambakkam, Chennai – 600034**

Sub: Declaration regarding bidder providing 24/7 support

Dear Sir,

I/We hereby certify that _____ (Company Name) has the capability of providing 24/7 support with respect to Development& maintenance of online platform for document execution.

Please find enclosed copy of documentary evidence (if any).

Signature:

**Name of the Authorized Person:
(Authorized for this RFP)**

Designation:

Date :

ANNEXURE–XI Declaration regarding - Bidder having implementation/migration experience

(To be given on Company Letter Head)

Date:

To,

**IFCI Financial Services Limited.,
Continental Chambers, 3rd Floor,
142, Mahatma Gandhi Road,
Nungambakkam, Chennai – 600034**

Sub: Declaration regarding bidder having implementation/migration experience

Dear Sir,

I/We hereby certify that _____ (Company Name) having the capability of implementation / migration of AML/PML software solution for more than _____ number of years.

Signature:

**Name of the Authorized Person:
(Authorized for this RFP)**

Designation:

ANNEXURE XII regarding list of customers and their contact details who has already
procured AML/PML software from bidder

(To be given on Company Letter Head)

Sr.No.	Name & Address of the Organization	Name of the contact Person	Contact details
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature:

Name of the Authorized Person:
(Authorized for this RFP)

Designation:

Date :

ANNEXURE XIII regarding Experience in Services in stock broking /
capital market and DP operation

A Brief note about the organization and its business

(duly signed by the authorized signatory)

Signature:

Name of the Authorized Person:
(Authorized for this RFP)

Designation:

Date :