

**TENDER DATA**

1	Purpose of RFP	<b>Integrated end to end information technology service for operation of IIFCL Mutual Fund on Software, Data Centre and disaster recovery solution etc. -as-a-Service Model</b>
2.	Tender No and Date of Issue	<b>IAMCL/IT/2020/Tenders/ Dated 17/03/2020</b>
3.	Earnest Money Deposit	<b>Rs.10,000/- (Through Cheque/DD)</b>
5.	Last Date for Submission	<b>07.04.2020 by 15:00 hrs</b>
6.	Bid Validity	<b>180 days from the last date of submission of the bid</b>
7.	Address for Submission	<b>Head Operation &amp; Administration IIFCL Asset Management Company Limited, 5th Floor, NBCC Towers, Office Block-02, Plate A, East Kidwai Nagar, New Delhi -110023</b>
8.	Date of Opening of Technical bid	<b>07.04.2020 at 17:00 hrs</b>
9	Presentation by shortlisted Bidders	<b>08.04.2020 at 11:00 hrs.</b>  <b>Name of shortlisted Bidders for presentation will be available on IAMCL website <a href="http://www.iifclmf.com">www.iifclmf.com</a> under tender caption and would also be intimated through email/ telephonically.</b>
9.	Date of Opening of commercial bid	<b>08.04.2020 at 15:00 hrs.</b>
10.	Contact for any queries	<b>On behalf of IAMCL Sh. Rajeev Raj, Assistant General Manager (AGM), IIFCL Asset Management Company Limited, 5th Floor, NBCC Towers, Office Block-02, Plate A, East Kidwai Nagar, New Delhi -110023</b>

### **Back Ground:-**

India Infrastructure Finance Company Limited, wholly owned company by Govt. of India has promoted IIFCL Asset Management Company Limited (IAMCL), a 100% subsidiary to act as Asset Management Company of IIFCL Mutual Fund (Infrastructure Debt Fund), registered with Securities & Exchange Board of India (SEBI) under SEBI (Mutual funds) Regulations, 1996. The business activities of IAMCL are required to be conducted as per provisions of SEBI (Mutual Funds) Regulations, 1996 (as amended time to time) and other applicable laws.

For operation of IIFCL mutual fund conducted by IAMCL, the services required of software, data centre, disaster recovery etc. is expected to be significantly lower than retail mutual fund schemes which attracts large number of investors and undertake its operations in wide investment domain. Accordingly, IAMCL requires integrated end to end information technology service for carrying out its operations of IIFCL Mutual Fund on software, data centre and disaster recovery etc. as a service model.

### **Scope of Work:-**

**The bidders are requested to assimilate and familiarize themselves with the provisions of SEBI (Mutual Funds) Regulations 1996 (as amended time to time) to understand operations of Mutual Funds (Infrastructure Debt Fund) as in line with applicable regulations and laws as the scope of service required by IAMCL may not be limited to and extend beyond scope given in the document.**

**The Successful bidder also referred as Service Provider would be required to provide services as per the scope of work illustrated below:-**

### **Core Modules required in Mutual Funds Software:-**

#### **1. Fund Module**

- 1.1. Scheme origination and management
- 1.2. Investor database and KYC requirement management
- 1.3. Deal Process Management
  - Investment authorization
  - Conducting deal
  - Collation of deal records
- 1.4. System integration for receipt & delivery of securities with custodian
- 1.5. System integration for Fund Accounting outsourced service
- 1.6. Compliance management according supervision of limits prescribed for mutual funds

## **2. Back office Module**

- 2.1. Front office Administration (Contact Management, investor relation and Information dissemination)
- 2.2. Secretarial compliance and records management
- 2.3. MIS & report generation across modules
- 2.4. Security features equivalent to IS or CISA standard or other applicable Government. Standards
- 2.5. Any other feature considered necessary

## **3. Operating system, Hardware Server, DR site & Infrastructure Requirement (Depending upon size, frequency and location width of application software)**

The details indicated above are illustrative and not exhaustive. The service provider required by IAMCL should have provision for software, hardware support, integration etc. in compliance with and fulfilling of end to end Information Technology solution required by Mutual Funds as per requirements of SEBI (Mutual Funds) Regulations 1996 and as amended from time to time.

### **Proposal requirements**

#### **3.1 Basic services**

(i) The requirements in this section refer to the services which need to be provided by a SERVICE PROVIDER in normal course of business to IAMCL. Unless otherwise stated, the services being referred to in this section would be applicable to:

- a) All customers/ subscribers/ investors of IAMCL.
- b) On all financial products whether presently being offered or those to be offered in future by IAMCL.
- c) All channels of distribution of IAMCL products whether presently being utilized or those to be deployed in future.

(ii) With an aim to provide the best in class servicing to its customers/ Subscribers/ investors, IAMCL would require its SERVICE PROVIDER to meet strict service standards both in terms of accuracy and on timeliness of transactions executed.

(iii) The SERVICE PROVIDER shall submit, in their proposal, item wise services offered by them, its Turnaround time, error rates for various services proposed to be offered and the remedial measures including damages on account of defaults.

(iv) The service provider is required to make services available within 21 days on award of contract.

### **3.2 Roles and responsibilities of interacting personnel of SERVICE PROVIDER**

(i) IAMCL would designate a set of key personnel with various responsibilities in regard to the SERVICE PROVIDER for interaction on a regular basis.

(ii) The SERVICE PROVIDER is required to allocate exclusive resources like servers etc., network and bandwidth resources and manpower resources for providing services to IAMCL. A team may be created exclusively for handling IAMCL account with support from central support teams like Technology, Quality, etc.

### **3.3 Service level monitoring**

Service Provider may provide services with support from its associates. IAMCL will strictly monitor the quality of service delivered by the SERVICE PROVIDER and their associates, if any.

In order to monitor the quality of service provided by the associates of SERVICE PROVIDER, IAMCL would require the following:

(i) SERVICE PROVIDER should organize a monthly meeting /periodical meeting with IAMCL for performance review.

(ii) Results of audits would be compared against pre-set benchmarks and constitute a measure of service level. These reports would be periodically sent to Head, IAMCL which will take up the matter with SERVICE PROVIDER management as appropriate.

(iii) It is necessary that the SERVICE PROVIDER clearly defines the owners (at all escalation levels) of requests/complaints according to the nature of same, and the owner should resolve the request/complaint within a pre-set time that can vary according to the priority of the same.

(iv) SERVICE PROVIDER should submit the proposed escalation process of pending operational issues in their application.

(v) The SERVICE PROVIDER is expected to conduct internal customer (IAMCL staff interacting with SERVICE PROVIDER) as well as external customer (investors and distributors) satisfaction surveys on a quarterly basis and share its findings with the IAMCL's SERVICE PROVIDER services team. IAMCL would have the right to include its own content in the surveys as it may see fit for contributing to the purpose of the survey. IAMCL may also specify the geographical locations where survey is to be conducted and also the intended target customer set for these surveys. IAMCL may also specify a third party for conducting these surveys.

(vi) The service provider would need to provide and upgrade of service as per applicable laws as amended from time to time.

### **3.4 Operational risk management**

#### **3.4.1 Business Continuity Planning**

(i) The SERVICE PROVIDER needs to have a documented Business Continuity Plan available, please submit a copy of the same for the services to be provided to IAMCL.

(ii) The business continuity plan should cover the following types of outages: building outage, city outage, network outage, Utility outage such as power outage etc.

(iii) A disaster recovery drill needs to be carried out by the SERVICE PROVIDER and its associates once in every six months in presence of an IAMCL appointed person.

(iv) SERVICE PROVIDER needs to have a disaster management centre at a separate location from the place from which they would be running primary services to support IAMCL mutual funds. .

(v) The SERVICE PROVIDER needs to have internal operations documentation in place. The SERVICE PROVIDER needs to provide a copy of the same for perusal.

(vi) The SERVICE PROVIDER needs to review its Business Continuity Plans at least every six months and share the same with IAMCL.

(vii) Any third party dependence on business continuity needs to be brought to the notice of IAMCL.

(viii) IAMCL, at all times will have access to all BCP documents which needs to be maintained by the Service Provider for IAMCL and permission to visit disaster recovery sites.

(ix) A periodic (quarterly) report on all 'exceptional events' need to be forwarded to IAMCL

### **3.4.2 Security, privacy, audit and compliance**

(i) The SERVICE PROVIDER needs to be fully compliant with all the regulations/guidelines of SEBI/any other applicable regulatory body governing any of the SERVICE PROVIDER partner's activities.

(ii) The SERVICE PROVIDER needs to have regular compliance audits in place for compliance to the SEBI/any other regulatory requirements.

(iii) IAMCL appointed auditors shall have access to the SERVICE PROVIDER for conducting audits for regulatory compliance purposes. The SERVICE PROVIDER is required to provide support to the auditors with the requested resources.

(iv) IAMCL appointed auditors will also have access for all the documents, processes, data, and systems etc., related to Mutual Fund Schemes for the smooth conduct of the audit.

(v) The SERVICE PROVIDER needs to ensure that the internal audit is done at least on a quarterly basis either by in-house auditors or by an external CA firm appointed by them for the purpose of internal audit. A copy of the internal audit report, along with the compliance needs to be sent to the Head, of IAMCL. Report needs to be submitted to IAMCL within a one month time period for all such audits.

(vi) The internal audit conducted by SERVICE PROVIDER will need to incorporate the requirements that will be specified by IAMCL.

(vii) The SERVICE PROVIDER needs to ensure compliance to any changes that are made to the existing regulations or any new regulations/guidelines that are introduced by SEBI/any other regulatory authority.

(viii) The SERVICE PROVIDER needs to have a documented and approved Information Security Policy. Compliance reporting of the security policy needs to be done every half yearly.

(ix) The SERVICE PROVIDER needs to have an appropriate Information Security Organization in place.

(x) The SERVICE PROVIDER needs to have clearly defined processes to keep privacy and confidentiality of customer data. Penalties would be levied on the SERVICE PROVIDER partner for any data leakage at their end.

(xi) SERVICE PROVIDER needs to have an insurance against any data leakage at their end.

(xii) IAMCL, at all times will have access to all security, privacy, audit and compliance documents of the SERVICE PROVIDER for reviewing purpose.

(xiii) SERVICE PROVIDER shall conduct system audit in every one years or as per SEBI requirement and submit a copy of the system audit report to IAMCL

xiv) All the data available in the System should always be secured by the means of Best Security Practices (like encryption / digital signatures etc.) and also the service provider should ensure that flow of information throughout the system should also be in highly secured environment.

(xv) At any point during the duration of the contract & on expiry of the contract, the ownership of all data/information will vest with IAMCL only. The Service provider has to ensure that any sort of arrangement/tie ups in addition to the services provided by them has to be done by Successful Bidder only.

### **3.5 Technical requirements**

The SERVICE PROVIDER needs to update the IAMCL database at the end of the day with the copy of the processed data.

(i) Database, web and application servers need to have high availability and scalability features.

(ii) Server needs to have high availability feature with anti-virus and content filtering enabled.

(iii) For transactional, imaging and workflow applications, the application software platform needs to support high availability and scalability features.

(iv) The SERVICE PROVIDER needs to use various system environments viz., development, testing, Q.A., production for developing and maintaining applications.

- (v) Switching & routing infrastructure used at production and disaster recovery centres should have sufficient redundancies to provide continuous availability.
- (vi) Service Provider needs to have redundancy in bandwidth providers or redundancy of type of links at their end.
- (vii) Internet bandwidth needs to have high availability features, in terms of multiple bandwidth providers/multiple local leads /multiple media.
- (viii) System needs to have scalability built in terms of number of concurrent user sessions on the internet infrastructure.
- (ix) Network should be protected with defence in depth security strategy.
- (x) Information security infrastructure should use firewalls, intrusion prevention/detection systems, content filtering, and URL filtering software.
- (xi) SERVICE PROVIDER applicant need to have well developed logical/physical access control mechanism used for access to various business applications / networks / data centres.
- (xii) There needs to be a clear segregation of duties of system administrators, database administrators, application administrators etc.
- (xiii) There needs to be internal benchmarks for applications performance and these should be periodically tested. IAMCL should have right for monitoring the performance of the applications.
- (xiv) OS, application patches and anti-virus updates need to be deployed in the organization automatically.
- (xv) SERVICE PROVIDER to ensure timely modification in software to accommodate changes in existing operational procedures of IAMCL.

#### **4. Other conditions**

- (i) Flexibility:** SERVICE PROVIDER should be ready to demonstrate flexibility to changes in requirements over time, with sufficient notice.
- (ii) SLA Renegotiation:** SLAs with the SERVICE PROVIDER would be revisited on annual basis. Besides these mutually decided SLA revisions, if there are any regulatory changes that need the SLA to be revised, the SERVICE PROVIDER will have to comply with them immediately.



**(iii) Regulatory / Technical Changes:** SERVICE PROVIDER should be ready to adapt to any regulatory/technical changes that may come over time, with sufficient notice.

**(iv) Preclusion from liabilities:** SERVICE PROVIDER will preclude IAMCL from any legal, financial or other liabilities arising out of any misconduct whether financial, operational, taxational or compliance related or any other deficiency on the part of SERVICE PROVIDER partner in all matters Service Providing to service delivery.

**(v) Withdrawal of requested services:** IAMCL reserves the right to withdraw any services requested by it from the SERVICE PROVIDER giving a notice period of at least THREE months without incurring any extra charges, penalties or liabilities in any form whatsoever.

**(vi) Exit options:** If any party wishes to terminate the contract, a notice period of at least three months has to be given to the other party. Also, in such a situation, the SERVICE PROVIDER partner shall agree to provide total support to IAMCL to ensure seamless transition to the new SERVICE PROVIDER.

**(vii) Performance Security:** The Bidder shall within 15 days of notification of Award of Contract submit a Performance Bank Guarantee for an amount equivalent to 10 % of the Total Contract Value for a period of 72 months beyond the obligation of the Service Provider towards warranty and AMC under the Contract terms and conditions.

**(viii) Risk Purchase Clause:** If the Service Provider is in breach of Contract terms and conditions then IAMCL reserves the right to procure the said services, goods, works under the Contract at the cost and risk of the service provider.

## **5. Payment Timelines**

- (i)** The Company will pay properly submitted valid invoices within reasonable period but not exceeding thirty (30) days after its receipt thereof. All payments shall be made in Indian Rupees.
- (ii)** The Company may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which selected bidder owes to IAMCL against charges payable to selected bidder under this Agreement.
- (iii)** No payment will be released until the deliverables/reports are submitted as per the mentioned timelines.

## **6. Penalties**

- (i)** IAMCL may impose penalty, in case of delay of any deliverables at the rate of 5% (five percent) of the total project cost per week delay for one month, thereafter, 10% of total Project Cost for each month or part thereof, subject to maximum delay of up to three months. In case the delay exceeds three months, IAMCL shall reserve the right to terminate the contract, for all delays attributable directly to the Bidder.
- (ii)** If at any time during performance of the Contract, the Selected Bidder shall encounter unexpected conditions impeding timely completion of the Services under the agreement and performance of the services, the Bidder shall promptly notify IAMCL in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, IAMCL shall evaluate the situation and may at its sole discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties.
- (iii)** Performance of the obligations under this RFP and the Contract shall be made by the Bidder in accordance with the time schedule specified in this RFP.
- (iv)** No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Bidder. On reaching the maximum of penalties specified the Company reserves the right to terminate the contract without any notice thereof and upon termination, no fee shall be payable for the work performed prior to the delay in deliverables and performance.

## **7. Data Migration**

Data Migration includes the following:

- (i)** Extraction of existing data from the current existing system/Physical data available in hardcopy etc.
- (ii)** Cleansing and formatting of data extracted from the existing system/Physical data available in hardcopy etc.
- (iii)** Creation of new/additional data repository in the new system covering the past years.
- (iv)** Uploading of these data into the new system
- (v)** Data Migration- Bidder shall be responsible for the Data migration from the existing system to the new system. (Modalities of the data migration will be finalized after discussions with selected service provider).
- (vi)** IAMCL reserve the right to carry out data migration audit and bidder needs to incorporate all the audit observation of data migration.

## 8. Bid Criteria

The Bids may be submitted to IAMCL in two separate sealed Envelopes labelled as “Technical Bid for the assignment of integrated end to end information technology service for operation of IIFCL Mutual Fund on Software, Data Centre and disaster recovery solution etc.

-as-a-Service Model” and the “Financial Bid for the assignment of Integrated end to end information technology service for operation of IIFCL Mutual Fund on Software, Data Centre and disaster recovery solution etc. -as-a-Service Model addressed to :-

Head Operation & Administration  
IIFCL Asset Management Company Limited,  
5th Floor, NBCC Towers,  
Office Block-02, Plate A,  
East Kidwai Nagar,  
New Delhi -110023

Unsealed envelope or Bids not submitted in separate sealed envelopes will be rejected.

Financial Bids will be evaluated only of those bidders who will qualify in the technical bid.

The bids (both Technical & Financial bid) shall be submitted by hand or through post/courier so as to reach IAMCL office on or before **07.04.2020 at 15:00 hrs**

Mailing of the bid will be solely at the risk of the bidder and IAMCL will not be responsible for any postal/transit delay. Offers sent through email/ fax shall not be considered. Late offers will be rejected. The technical bids submitted shall be opened at **17:00 hrs on 07<sup>th</sup> April, 2020.**

**The submission of Technical and Financial bid should be made strictly as per Performa at Annexure ‘D’ and Annexure ‘E’ respectively along with necessary enclosures/supporting documents.**

The Evaluation of the bids will be done on Technical and Financial Parameters:-

**A. Technical Bid:-** The Technical Bids will be evaluated on the basis of submission by the Service Provider covering the aspect to be considered for technical evaluation as detailed below on the official letter head with signature of authorized signatory along with supporting documents. The EMD in the form of demand Draft favouring **IIFCL asset Management Company Limited** should be submitted along with the technical bid in the same envelope.

The detailed allocation of technical parameters is as follows:-

Note: The bidders requiring lead time for operationalisation of services to IAMCL of more than 21 working days will not be considered for technical evaluation. Accordingly, the time required for operationalisation of services after award of contract must be indicated by the bidder along with Infrastructure and other support required, if any, from IAMCL

S.No.	Evaluation Criteria	Maximum Score(100)
<b>1.1.</b>	<b>Company with Software solution for core operations of mutual funds in use</b>	
	<b>(a) With two or more Mutual Fund.</b>	<b>20</b>
	<b>(b) With one Mutual fund</b>	<b>15</b>
<b>1.2.</b>	<b>Company with Software solution for core operation of other investment funds in use</b>	
	<b>(a) With two or more Asset Management Company</b>	<b>20</b>
	<b>(b) With one Asset Management Companies</b>	<b>15</b>
<b>1.3.</b>	<b>Company with Software solution for core operations of Mutual funds</b>	
	<b>a) With three years</b>	<b>20</b>
	<b>b ) With two years</b>	<b>10</b>
<b>1.4</b>	<b>Number of Mutual Fund client acquisition in 5 years by the Company</b>	
	<b>a) Acquisition of five or more MF clients</b>	<b>10</b>
	<b>b) Acquisition of at least one and up to four MF clients</b>	<b>5</b>
<b>1.5</b>	<b>Presentation on Approach and Methodology for integrated solution offered /service proposed to be offered</b>	<b>30</b>
	<b>Total Maximum Score</b>	<b>100</b>

The bidders with the minimum combined score of 60% marks together in technical bid evaluation will be qualified for Financial Bids Evaluation.

The Technical Bid should contain all the backup documents in support of their experience and qualification. The incomplete Bid document would be rejected.

**Financial Bid:-** Financial Bids will be considered only of those bidders who will qualify the technical criteria. The bidder has to quote a figure for the annual total cost exclusive of all the applicable taxes (in Rupees). Taxes, duties, levies or any other applicable taxes to be separately mentioned. **The successful bidder will be decided by giving weightage to technical and financial parameters in the ratio of 70% and 30% respectively and bidder getting highest combined aggregated marks in techno financial bid will be awarded the offer. As regard to financial bid, the bidder offering lowest financial bid will be benchmark and will be given full 30% weightage on financial parameters.**

#### **SELECTION CRITERIA:**

The Award of Contract shall be on the basis of weightage of 70% to Technical Score and 30% to Financial Score.

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  is the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

$T = 0.70$

$F = 0.30$

The Bidder obtaining the highest score shall be awarded the Contract.

#### **9. Duration/Period of Contract:-**

- a. The duration of the assignment will be initially for three years which may be extended for further three years at a time with the mutual terms and condition. However IAMCL reserves the right to terminate the contract with three month prior notice at any time in between the assignment.

**10. Other terms:-**

- a. The bidders will be required to submit the pre bid agreement duly signed and Stamped along with the Bid document as per Annexure A and Annexure B.
- b. The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.
- c. IAMCL reserves the right to cancel the whole process at any point of time without stating any reason and incurring any financial obligation thereto.
- d. The bidders will be required to provide a certificate cum declaration of no conflict of interest as per Annexure C.

## CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT

This Confidentiality - cum - Non Disclosure Agreement is entered into at New Delhi on this \_\_\_\_\_ day of, ..... 2020, between IIFCL ASSET MANAGEMENT COMPANY LIMITED, having its Registered Office at 5<sup>th</sup> Floor, NBCC Tower, Office Block-02, Plate A, East Kidwai Nagar, New Delhi- 110023 (hereinafter called the "Client") and ..... Ltd. having its Registered Office at ..... (hereinafter called the "Service Provider").

The client is a subsidiary company of IIFCL (A **wholly owned company** by Government of India Enterprise), has been set up as a Company under the Companies Act. 1956.

The Service provider inter-alia, engaged in the business of ..... And whereas the Client has selected the Supplier through the bidding process for ..... as defined in this Contract (hereinafter called the "Services");

The Service provider and the client would be having discussions and meetings during execution of the assignment of ..... as per Contract dated \_\_\_\_\_, 2020 (hereinafter referred to as 'Contract'). In the course of such discussions and execution of the said assignment, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to **assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement**. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the, 'Recipient', and will include its affiliates and subsidiaries.



Now this Agreement witnesseth: -

1. **Proprietary Information:** As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
2. **Confidentiality:**
  - a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
  - b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. **Non-Disclosure of Proprietary Information:** For the period during the Agreement or its renewal, the Recipient will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- c) Limit disclosure of Proprietary Information received under this agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to owe such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:** The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

- d) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and, takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

- 5. **Return of Documents:** The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.
- 6. **Communications:** Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only' to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

**Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for two years following the date of the Agreement dated \_\_\_\_\_

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

- 7. **Damages:** The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure. Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

## 8. **Miscellaneous**

- a) This Agreement may not be modified, changed, amendment or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**For and on behalf of IIFCL Asset Management Company Limited**

Witness:

Name:

Address:

**For and on behalf of Service Provider**

Witness:

Name:

Address:

## 9. **Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him /her

to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CEO, IAMCL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, IAMCL and recuse himself / herself from that case
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she 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 monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, IAMCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO IAMCL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CEO IAMCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

## PRE BID INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the \_\_\_\_\_ month of 2020 at New Delhi, between, on one hand, IIFCL Asset Management Company Limited, a company incorporated under the Companies Act, 1956 with its Registered Office at 5<sup>th</sup> Floor, NBCC Towers, Office Block-02, Plate A, East-Kidwai Nagar, New Delhi-110023 , acting through its authorized officer , Assistant General Manager (hereinafter called the "PURCHASER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" Which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PURCHASER proposes to procure the Supply, Installation and commissioning of Hardware, Systems software, Database and networking components for hosting the Integrated Software Solutions and the BIDDER/Seller is willing to offer/has offered the items and

WHEREAS the BIDDER is a private company/public company/Government undertaking/Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PURCHASER is a Ministry/Department of the Government of India/PSU performing its functions as a registered Public Financial Institution regulated by RBI in terms of SIFTI (as amended time to time).

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 currency of the contract to be entered into with a view to :-

Enabling the PURCHASER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and  
Enabling BIDDERS to abstain from bribing or indulging in any 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 PURCHASER 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:

### **1. Commitments of the PURCHASER**

- 1.1. The PURCHASER undertakes that no official of the PURCHASER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2. The PURCHASER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3. All the official of the PURCHASER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PURCHASER with full and verifiable facts and the same is prima facie found to be correct by the PURCHASER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PURCHASER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PURCHASER the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

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

- 3.1. The BIDDER 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 PURCHASER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract

in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2. The BIDDER 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 PURCHASER or otherwise in procuring 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 Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the PURCHASER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PURCHASER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PURCHASER 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.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data



carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PURCHASER, or alternatively, if any relative of an officer of the PURCHASER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 section 2 (77) of Companies Act, 2013
- 3.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PURCHASER.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 10,000 (Rs. Ten Thousand only) as Earnest Money/Bid Security Deposit, with the PURCHASER through any of the given in the Bid Documents.
- 5.2. The Earnest Money/Bid Security Deposit shall be valid upto a period of 90 days from the date of submission of the bid or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PURCHASER, including warranty period, whichever is later.

- 5.3. In case of the successful BIDDER the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PURCHASER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the PURCHASER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PURCHASER to take all or any one of the following actions, wherever required:-
  - 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.
  - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Bid Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PURCHASER and the PURCHASER shall not be required to assign any reason therefore.
  - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 6.1.4. To recover all sums already paid by the PURCHASER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PURCHASER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PURCHASER, along with interest.
  - 6.1.6. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PURCHASER resulting from such cancellation/rescission and the PURCHASER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PURCHASER.
- 6.1.8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PURCHASER with the BIDDER, the same shall not be opened.
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the PURCHASER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. The PURCHASER will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.10 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of the PURCHASER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PURCHASER, if the contract has already been concluded.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact **or payment of commission**, the PURCHASER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is New-Delhi.

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11. Validity**

- 11.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PURCHASER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 12. Notice Clause

Any notices or correspondence to be given hereunder by either Party to the other may be effected either by personal delivery in writing, pre-paid registered post with acknowledgement due, courier, facsimile or electronic mail and shall be addressed to the Parties at the addresses specified below. Notices will be deemed communicated if acceptance is refused.

If addressed to Bidder:

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax No \_\_\_\_\_

If addressed to IAMCL:

Name

Designation

Address IIFCL ASSET MANAGEMENT COMPANY LIMITED  
5th Floor, NBCC Towers, Office Block-02, Plate A,  
East Kidwai Nagar, New Delhi -110023

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax No: \_\_\_\_\_

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**PURCHASER**

**BIDDER**

Name of the Officer:

Designation:

CHIEF EXECUTIVE OFFICER

Place: IAMCL, New-Delhi

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**Certificate cum declaration of no conflict of interest**

It is certified that as on date, no conflict of interest exists, with any other organization, department or party (ies) with respect to the nature of work we \_\_\_\_\_ are applying for and that during the assignment we will not undertake any assignment/work/job which may affect the interest of the Client.

Date:- \_\_\_\_\_

Place:- \_\_\_\_\_

Bidder:-

Name:-

Designation:-

Signature:-

## Annexure-D

**(To be submitted on letter head of firm/agency under signatures of the authorized signatory)**

- (1). Name of the Bidder:
- (2). Register office address with telephone and fax no.:
- (3). Status of applicant (proprietorship firm/partnership firm/private limited company/public limited/company etc. -attach documentary evidence)
- (4). Organization structure with location details in India and manpower details
- (5). Annual turnover of last three financial years (audited financial statement of last 3 years to be enclosed)
- (6). Attach Copy of ITR (Latest)
- (7). GST registration no.(attach documentary evidence)
- (8). Details of clients

1	No. of Mutual Fund Firm to whom provided with Software solution for core operations of mutual funds in use	Indicate the complete details supported by documentary proof
2	No. of Asset Management Companies to whom provided with Software solution for core operation of other investment funds in use	Indicate the complete details supported by documentary proof
3	No. of years with Mutual Fund Firm with Software solution for core operations of Mutual funds	Indicate the complete details supported by documentary proof
4	Number of Mutual Fund client acquisition in 5 years by the firm	Indicate the complete details supported by documentary proof

- (9). Attach satisfactory performance report from their existing clients from Govt./PSUs/Reputed organization



(10). Lead time for operationalisation of services to IAMCL after award of contract. (In days)

(11) Details of Infrastructure and other support required, if any, from IAMCL

(12). Executive summary about the agency

Date:

**(Signature with seal)**

**Name:**

**Designation:**

**Annexure-E**

**(To be submitted on letter head of firm/agency under signatures of the authorized signatory)**

**To,**  
Head Operation & Administration  
IIFCL Asset Management Company Limited,  
5th Floor, NBCC Towers,  
Office Block-02, Plate A,  
East Kidwai Nagar,  
New Delhi -110023

**Dear Sir/Madam,**

**SUBJECT: RFP for Integrated end to end information technology service for operation of IIFCL Mutual Fund on Software, Data Centre and disaster recovery solution etc. -as-aService Model**

I/We, hereby submit our financial bid for the captioned Subject, If the work /contract is awarded to me/us:

**The annual total cost for providing services to IIFCL Asset Management Company Limited (Exclusive of all the applicable taxes) will be Rs.....(in words and in figures) .**

(Taxes , duties , levies or any other applicable taxes to be separately mentioned )

The offer will be valid for 180 days from the date of submission of this bid.

**The offer is made after taking into consideration and understanding all the terms and conditions stated in the subject RFP documents and agreeing to the same.**

Date:

**(Signature with seal)**