

## Annexure-I

### Scope of Work

#### Background:

VMware environment has been setup in order to virtualize the x86 Infra. They comprises of the following licenses:

S.No	License Description	Qty	Remarks
1	<i>vSphere Enterprise Plus</i>	4	<i>Currently under ATS, no action needed</i>
2	<b>VMWare Site Recovery Manager (SRM)</b>	1	<b>ATS to be renewed as per Table-A</b>
3	<b>vCentre (3 Instances)</b>	3	<b>ATS to be renewed as per Table-A</b>

The above mentioned VMware Licenses are currently being used at DC and DR for managing virtualized environment by creating and running virtualized servers for different applications like – Mail Server, Oracle BI Server, Email Archival Server, Lotus Notes, File Server, Website Staging Server etc.

#### Procurement of Production Support (ATS):

Procurement of Production Support (ATS) for below mentioned VMWare Products, to be renewed with effect from 12/06/2020 for the period of One Year, from the OEM (VMWare).

#### VMWare Account ID – 609029710

Table-A

S No	License Description	Part No	Qty
1	VMWare Site Recovery Manager (SRM)	VC-SRM6-25S-P-SSS-C	1
2	vCentre (3 Instances)	VCS6-STD-P-SSS-C	3

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**Annexure-II**

**OEM's Authorisation Format**

To,  
IFCI Limited,  
IFCI Tower, 61, Nehru Place,  
New Delhi

Dear Sir/Madam,

We \_\_\_\_\_ (OEM Name and address) confirm that the following company is a reseller of (OEM NAME) \_\_\_\_\_ Products:

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

NAME OF COMPANY	
ADDRESS OF COMPANY	
TELEPHONE NUMBER	
FAX NUMBER	

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

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

Yours Sincerely

Dated:

Place:

Sd/- Seal

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

## Annexure-III

### **PRICE BID FORMAT**

To,

Date:

The IFCI Limited,  
 IFCI Tower,  
 61 Nehru Place,  
 New Delhi – 110 019.

Dear Sir,

**Sub: License renewal of vCentre and Vmware Site recovery Manager**  
**Tender No: IFCI/CPD-IT/Limited Tender/2020-21/03**

In response to your above enquiry, we hereby submit our bid, for License renewal for a period of I year, starting from 12/06/2020 to 11/06/2021 as per specifications mentioned in Annexure – I.

**(Price in Rupees)**

Description	Part Code	Qty	Unit Price	Total Price	Taxes & Duties	Total Price
Production Support Coverage VMware vCentre Server 6 Standard for vSphere 6 (Per Instance) 400CJ-4C1DM-J889G-0T82H-2DTKM	VCS6-STD-P-SSS-C	3				
Production Support Coverage VMware Site Recovery Manager 6 Standard (25 VM Pack)	VC-SRM6-25S-P-SSS-C	1				
<b>Consolidated Price</b>						

1. No Bid shall be acceptable in any other form. Bid Submitted other than envelope shall be disqualified.
2. Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the IFCI or service provider respectively.
3. Bid not accompanied by EMD are liable to be rejected.
4. All the terms and conditions contained in the RFP document are acceptable to us.

**Signature of the authorized person with Seal:**  
**Name & Designation:**  
**Organization:**

Terms & Conditions

For

Renewal of Product Support for SRM & vCentre 6

IFCI Limited

**RFP No: IFCI/CPD-IT/Ltd Tender/2020-21/03**

Mode of Tender – Limited



**Last Date of Submission**

**11.30 AM on 02/06/2020**

## **Disclaimer**

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

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, may obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## **Background**

The Industrial Finance Corporation of India (IFCI) was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector.

IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business/industry segment to another. IFCI customizes the product-mix to maximize customer satisfaction. Its domain knowledge and innovativeness make the product-mix a key differentiator for building, enduring and sustaining relationship with the borrowers.

## **Amendment of Tender Document**

At any time prior to the last date for receipt of bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the Tender Document by an amendment. The amendment will be notified in writing/ published on the IFCI's website. In order to afford prospective Bidders reasonable time in which to take amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

## **Validity of the Tender**

The Bid shall be valid for a maximum period of 90 days from the last date of OPENING OF Financial bids submission as indicated. Bidder should submit an undertaking in this regard.

In exceptions circumstances IFCI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

## **Rectification of Errors**

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

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

## **Rejection of Bid**

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

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.

- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any evidences of cartelisation.
- Bids without Earnest Money
- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

### **Commercial Rejection Criteria**

- Incomplete Price Bid.
- Conditional Price Bid.
- Price Bids that do not conform to the Tender's price bid format.

### **Confidentiality of the Document**

This Tender Document is confidential and IFCI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

The Bidder will treat all data & information about IFCI, obtained in the execution of its responsibilities as confidential & will not reveal such information to any other party without prior written approval of IFCI. If the Bidder leaks any such information to any third party (Web/Mail), IFCI holds the right to take criminal action, such action as may be necessary.

### **Right to Accept or Reject the Tenders**

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

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected at the discretion of IFCI.

A bid determined by IFCI as not substantially responsive will be rejected. However, IFCI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **Price Basis**

Prices quoted by the Bidder shall be considered as firm and fixed prices during the entire execution of the contract and not subject to variation on any account.

## **Modification and Withdrawal of Bids**

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

## **Clarification of bids**

During evaluation of Bids, IFCI, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

## **Annulment of Award**

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

## **Award of Contract**

Before the expiry of the period of validity of the proposal, IFCI shall notify the **L1** Bidder in writing by registered letter/ e-mail or by fax, that its bid has been accepted.

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within three (3) days of receiving the notification.

If L1 Vendor fails to execute the order, IFCI will be free to award the contract to L2 Vendor and if L2 does not agree, it will be awarded to L3. IFCI will have the option of negotiating with L2 and L3 bidders for getting lowest price.

If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IFCI may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IFCI may then cancel such tender at their discretion, unless the firm retains its character.

## **Commencement of Work**

The successful bidder shall commence the work within 7 days from date of awarding the contract, and shall proceed with the same with due expedition without delay.

If the Bidder /selected printer fails to start the work within stipulated time as per LOI/Work Order or as intimated by IFCI at its sole discretion will have the right to cancel the contract. The Security Deposit with IFCI will stand forfeited without any further reference to him and without prejudice to any and all of IFCI's other rights in this regard.

High quality of reproduction and uniform printing of text on as per specification, will be



required. Final printing will be undertaken only after the final proof is approved by the concerned department, may be after repeated submission of proofs. IFCI will approve the layout and design before final printing.

All the work shall be carried out under the direction and to the satisfaction of IFCI.

### **Terms of Payment**

- All payments shall be released directly by IFCI to the Bidder against Original Physical invoice raised.
- All the payments mentioned above shall be made by IFCI based on the certification by the respective department of IFCI, about the satisfactory services provided by the bidder.
- Payment shall be made within 50 days, subject to satisfactory delivery of licenses and on receipt of bills.
- The requisite details to release payment through E-banking will be asked for from the successful bidder at the time of award of contract.

### **Supplemental Information to the RFP**

If IFCI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

### **Addressing**

All completed bid documents and inquiries regarding clarification/interpretation in connection with this Bid should be sent at the address as mentioned.

### **Termination Clause**

At its absolute discretion IFCI reserves its right to terminate the agreement for any reason including but not limited to the following

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected printer, or the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination : IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -

- the Bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.
- it is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
- If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
- for any reason whatsoever, the selected printer becomes disentitled in law to perform his obligations under this agreement.
- The bidder is involved in wrongful billing. In addition hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of IFCI.

IFCI reserves the right to terminate the contract without assigning any reason giving seven days' notice to the bidder.

### **Penalty for deficiency in Services**

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

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

### **Waiver of Minor Irregularities**

IFCI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the "Request for Proposal" (RFP), requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is selected.

### **Force Majeure**

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected printer's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or

un-declared), hostilities, national emergencies, civil commotions. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a) That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

Force majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

### **Patents, Successful Bidder's Liability & Compliance of Regulations**

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

### **Earnest Money cum Security Deposit**

Bidder(s) is required to provide an EMD along with the bids. EMD may be furnished in the form of DD/ Banker's cheque of any Nationalised/Scheduled Bank in favour of IFCI Ltd.

- (1) EMD shall be valid up to three months after the completion period as stipulated in the Letter of Intent/Work Order and the same shall be kept valid till the acceptance of Final Bills by IFCI.
- (2) IFCI reserves the right of forfeiture of EMD in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with IFCI.

### **Return of Security Deposit**

Security Deposit/Bank Guarantee shall be released to the Contractor after deducting all expenses /other amounts due to IFCI, if any, after completion of the contract subject to satisfactory completion of the work.

## **Merger/ Acquisition of Bidder**

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

## **Liquidated Damages and Penalties**

If the Selected Vendor fails to deliver or perform the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Solution or unperformed services for each week or part thereof of delay, until actual delivery or performance.

In the event, the successful bidder not meeting the work awarded under the tender within the stipulated time, then IFCI would be free to use the services of any other entity/ person and recover the difference in such services and additional expenses incurred by IFCI from the successful bidder.

In addition to the cancellation of purchase contract, IFCI reserves the right to appropriate the damages through encashment of the EMD/Bid Security given by the Bidder, in whole or in part, without notice to the Vendor in the event of breach of this Agreement or for recovery of liquidated damages

## **Confidentiality of Information**

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

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

## **Miscellaneous Conditions**

- No other person except selected bidder's authorized representative shall be allowed to enter IFCI's premises.
- Within IFCI premises, the selected bidder's personnel shall not do any private work other than their normal duties.

- Selected bidder shall be directly responsible for any/all disputes arising between him and his personnel and keep IFCI indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- The personnel engaged by the selected bidder are subject to security check by the IFCI Security Staff at any time and the Selected bidder shall ensure their presence for the said purposes.
- Selected bidder shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. IFCI shall have no liability whatsoever in this regard and the Selected bidder shall indemnify IFCI against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- Selected bidder shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

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