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

Dear Sir/Madam,

Subject: RFP -

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

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

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

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

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

Authorized Signatory. (Name)
Designation:
Organization Seal:
Annexure II

OEM’s Authorization Format

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

Dear Madam/Sir,

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

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

<table>
<thead>
<tr>
<th>NAME OF COMPANY</th>
<th>ADDRESS OF COMPANY</th>
<th>TELEPHONE NUMBER</th>
<th>FAX NUMBER</th>
</tr>
</thead>
</table>

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

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

Yours faithfully,

Dated:
Place:
Sd. /-Seal

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

Letter Authorizing Representing Executive(s)

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

1. __________________________  2. __________________________  3. __________________________

(Specimen Signatures of Authorized Representative)

Name and Address of Authorized Representative

________________________________

Date: ____________________________

Signature of Authorized Person

Full Name: __________________________

Address: __________________________

Place: __________________________

Seal
To,
The IFCI Limited,
IFCI Tower, 61 Nehru Place,
New Delhi – 110019.

Dear Sir,

Sub: **AMC of 2 Nos of SUN_SPARC T5-2 Servers at Data Centre for a period of 3 years** Tender No: IFCI/CPD-IT/Limited Tender/SUN SPARC/2020-21/06

In response to your above enquiry, we hereby submit our bid, for AMC renewal of 2 Nos of SUN T5-2 Servers at Data Centre for a period of 3 Years, starting from 10/08/2020 to 09/08/2023 as per specifications mentioned in Annexure – V.

(Price in Rupees)

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Machine</th>
<th>Serial Nos</th>
<th>Qty</th>
<th>Start Date</th>
<th>End Date</th>
<th>Price</th>
<th>Taxes &amp; Duties</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SUN SPARC T5-2</td>
<td>AK00307678</td>
<td>1</td>
<td>10/08/2020</td>
<td>09/08/2023</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SUN SPARC T5-2</td>
<td>AK00307679</td>
<td>1</td>
<td>10/08/2020</td>
<td>09/08/2023</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Oracle Solaris Cluster Support</td>
<td>10/08/2020</td>
<td>09/08/2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Price</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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. All payments shall be released directly by IFCI to the vendor against Original Physical tax invoice raised at the end of each quarter.
4. 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.
5. Payment shall be made within 20 days, subject to satisfactory delivery of services.
6. The requisite details to release payment through E-banking will be asked for from the successful bidder at the time of award of contract.
7. Bid not accompanied by EMD are be liable to be rejected.
8. All the terms and conditions contained in the RFP document should be accepted.

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

**Scope of Work**

Hardware under AMC Contract as mentioned below:

<table>
<thead>
<tr>
<th>S No</th>
<th>Product</th>
<th>Serial Nos</th>
<th>Location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Oracle T5-2 Server</td>
<td>AK00307678</td>
<td>Data Centre, Head Office</td>
<td>Back to Back OEM Support</td>
</tr>
<tr>
<td>2</td>
<td>Oracle T5-2 Server</td>
<td>AK00307679</td>
<td>Data Centre, Head Office</td>
<td>Support</td>
</tr>
<tr>
<td>3</td>
<td>Solaris Cluster Skill Support</td>
<td></td>
<td></td>
<td>Support From Vendor</td>
</tr>
</tbody>
</table>

**AMC Support**

The vendor shall provide comprehensive Annual Maintenance Contract for the equipment's mentioned items for a period of One year.

- In case of Non-Availability of a particular spare, Vendor may also replace existing hardware with the equivalent or higher configuration in compliance with the licensing policy. However, it is the vendor’s responsibility to ensure that all the existing applications are operationalized on the new hardware without any data loss.

- Bug Fixing / Patches Upgrade to the operating system software installed wherever applicable.

- The vendor shall ensure compatibility of the hardware, software and other equipment’s that they supply with the hardware and software systems being used in IFCI in event of Hardware failure.

- The selected vendor MUST provide a back-to-back support contract with Oracle (OEM) for all Oracle/SUN related hardware equipment. Evidence for back to back support to be furnished.

**Server, OS, Storage and Configuration Management**

Sun Solaris Cluster Configuration and, if required, configuration management of SAN Switch & SAN Storage/ SAN Switch – attached to servers. OS Upgrade (Solaris)/ re-installation as and when needed or requested for. Setup /Re-Creation of Virtual machines /Solaris LDOMS etc. whenever required.

Connectivity through Optical Fiber Cable between Sun Servers, SAN Storage (Attached to Servers) and Brocade Switches. It includes replacement of optical fiber cables as and when required. Brocade Switches Configuration and Management.

In the event of Re-location /decommissioning /commissioning of any equipment, the vendor if required is

- Responsible for De-commissioning/re- installation/re-configuration, as acceptance by IFCI. The transportation shall be borne by IFCI. The vendor is responsible for migration of data from the existing Storage Systems to the satisfaction of IFCI.

AMC terms shall also cover the task of configuring/re-configuring operating system/ Storage software, other hardware/software resources, Operating System Hardening, Loading of the other system software procured either from the vendor or any other vendor, Hard Disk Configuration, Performance tuning, Loading & configuring operating system updates, integrating with the any other hardware procured by IFCI and any other tasks related to Hardware & System Software Management.
The AMC terms & conditions shall cover the total equipment, including spare replacements along with OS, system software, licenses etc. With maintenance (Minimum 24/7 support) by email, telephone and onsite support, if any.

**Preventive Maintenance**
Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a quarter) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.

- The vendor shall provide replacement equipment if any equipment is taken out of the premises for repairs.
- The Vendor shall adhere to the service level specified as per SLA.
- Shall have a quarterly On-site Visit for monitoring, configuration, performance tuning etc. & the said support be made available at call within Four hours during the AMC.
- Besides general AMC support, critical support details should be furnished. The successful vendor shall be agreeable to enter into Service Level Agreement with IFCI covering AMC terms and conditions.
- During AMC period selected vendor shall visit on his own, to IFCI Offices/colocated or any of the location once in a quarter for preventive maintenance support.

**Support Resource**
- Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service.
- IFCI shall maintain a register, at its site in which, IFCI's operator/ supervisor shall record each event of failure and / or malfunction of the equipment. The vendor’s engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the vendor’s engineer shall make effect in duplicate, a field calls report which shall be signed by him and thereafter countersigned by IFCI's official. The original of the field call report shall be handed over to IFCI's official.
- The Vendor will provide a Single point of contact with whom IFCI will coordinate for the warranty & AMC. IFCI may log a call with the vendor by phone, fax, email or any other manner IFCI desires.
- The vendor has to submit the confirmation for Back to Back agreement with OEM (SUN/ORACLE).

**Other activities proposed to implement/provide onsite support during contract period**
- Planned / Unplanned DC DR Drill / cut-over
- Migration of DC / DR to a new location, if necessary anywhere in India

**Service Level Agreements (SLAs)**

The Successful Vendor should commit for monthly uptime of 98% for the entire equipment list, i.e. servers/storage etc. and IFCI will enter with a ‘Service Level Agreement’ for a period of
three year. Vendor has to execute SLA strictly in line with terms & conditions of RFP within 1 week from the date of acceptance of Purchase Order.

Penalty for not maintaining of Uptime of 98% will be 1% of monthly charges inclusive of taxes for every 0.1% deviation for Uptime falling below 98%.

The entire installation shall be deemed to be down if any one of the SUN servers under the contract is down and uptime of 98% has not been achieved for any server/storage in a particular month.

The selected vendor will assume total responsibility for the fault free operation equipment’s mentioned. The selected vendor will accomplish preventive maintenance activities/software, firmware upgrades on Quarterly basis and breakdown maintenance to ensure that all hardware function without defect or interruption.

The selected vendor will also provide software/firmware/OS/Patches upgrades if any during the AMC period without any additional cost to IFCI.

On lodgment of complaint, service should be provided and rectification of reported problem within four hours from the time of reporting the complaint. In case of failure of the selected vendor, IFCI will levy a penalty of Rs 1000/- per hour per unit (Penalty will be deducted from quarterly Payment Invoice) each time for such failure in addition to Uptime Penalty as mentioned above.

In case any part is found defective & needs to be taken to the selected vendor's Premises/lab for repairs, the selected vendor should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 8 hours(Business Days).

General Terms and Conditions

- The vendors are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in the tender document carefully. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the vendors risk and may result in the rejection of the bid.

- The quotations shall be submitted strictly in conformity with the specifications.

- IFCI is not responsible for non-receipt of quotations within the specified due date to any reason including network issues or holidays.

- No erasures or over-writing shall be allowed.

- In case of any discrepancy in the price quoted in words & figures, the price quoted in words shall be treated as final.
Annexure VI

Other Terms & Conditions

For

AMC of 2 Nos of SUN_SPARC T5-2 Servers at Data Centre for a period of 3 years

IFCI Limited

RFP No: IFCI/CPD-IT/Limited Tender/SUN SPARC/2020-21/06

Dated: 16/06/2020

Last Date for submission/ uploading of Bids
11.00 AM on 07/07/2020
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 selected bidder 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 vendor against Original Physical tax invoice raised at the end of each quarter.
- 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 20 days, subject to satisfactory delivery of services.
- 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 bidder, 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 filling 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 bidder 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 bidder'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.

However, 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.

**Bid Security / earnest Money Deposit (EMD)**

An amount of Rs.40,000/- (Rupees Forty Thousand only) by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of “IFCI Limited” payable at New Delhi, is required to be submitted in a sealed envelope (off line mode)

Following information should be marked on the face of the sealed envelope.

Name of Party......................
Tender No..............................
Earnest Money Amount ................... Issuing Bank................ Date........

EMD must be submitted in a sealed envelope addressed to

Dy. General Manager (CPD)
IFCI Limited, IFCI Tower
13th Floor, 61 Nehru Place
New Delhi-110 019
Tel.: 011-26487444/41732000

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- No interest or any other expenses, whatsoever in regard to EMD will be payable by IFCI.
• Bids shall be opened on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.

• EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever.

• IFCI shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of Bid. IFCI reserves the right to extend the deadline for submission of bids.

• Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

**Discharge of Bid Security / EMD**

Upon the successful signing of the agreement, IFCI shall promptly request the Bidder, to provide performance guarantee. On receipt of the performance guarantee, the bid security of all bidders will be released.

**EMD to be forfeited:**

1. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
2. If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
3. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of IFCI regarding forfeiture of the Bid Security shall be final and binding upon bidders.

   If during the bid process, any information is found false/fraudulent/mala fide, then IFCI shall reject the bid and, if necessary, initiate action.

**Performance Security / Bank Guarantee**

The vendor needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 10% (TEN per cent) of the Contract Value, which shall be valid for 1 year from the date of issue plus a claim period of 3 months BG format attached as Annexure VIII.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of ”IFCI Ltd”, New Delhi. The Performance Bank Guarantee may be discharged/ returned by IFCI after the completion of the contract upon being satisfied for the performance of the obligations of selected bidder under the contract.

Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by competent authority, IFCI shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
In the event the selected bidder is unable to provide the goods/services as mentioned in this scope of Work, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

No Bank Charges/interest shall be payable by IFCI for issuance of Performance Security / Bank Guarantee.

**Return of Performance Security**

The Performance Bank Guarantee/ DD amount may be discharged/ returned by IFCI after the completion of the contract upon being satisfied for the performance of the obligations of your firm under the contract.

In the event the bidder being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

**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 aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, premature 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 thereunder 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.

***************
Annexure VII

Integrity Pact

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

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

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

And

M/s. ____________________________________________

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

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

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

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

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

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

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

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

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

A. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.

   c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past had been of biased nature.

2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

B. Commitments of Counter Parties

The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to
the following. Counter Party (ies) commit himself / themselves to observe these principles during participation in the Tender Process and during the Contract execution:

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favor of disfavor to any person in relation to the contract or any other contract with the Principal.

3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.

4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.

5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.

6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.

7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.

8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the
business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.

10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.

12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.

13. The term ‘relative’ for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.

14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.

15. The Counter Party shall disclose any transgression with any other Company that may impinge on the anti-corruption Principle.

16. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.

2. The Counter Party accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such execution.

3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.

4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.
D. Consequences of Breach

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

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.

2. Criminal Liability: If the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

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

1. The Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Counter Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.

2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.

3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

F. Independent External Monitor (IEM)

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

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

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

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The IEM shall give his / recommendations to the MD&CEO, IFCI Ltd.
3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor’s Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.

4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.

6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.

7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.

8. The word ‘IEM’ would include both singular and plural.

G. Duration of the Integrity Pact (IP)

This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.

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

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.

2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.

3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.

4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.

5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.

6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

I. Legal and Prior Rights

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

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

___________________________________
(For and behalf of Principal)

___________________________________
(For and behalf of Counter Party)
WITNESSES:

1. ___________________________________ (Signature, name and address)

2. ___________________________________ (Signature, name and address)

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

IFCI Ltd.
IFCI Tower, 61,
Nehru Place,
New Delhi – 110019

Guarantee No.:
Amount of Guarantee: Rs._________
Guarantee Cover From: _________ to __________
Last date of Lodgement of Claim: ------------------------

This Deed of Guarantee executed at New Delhi on this day ______ of July, 2019 by:

Mizuho Bank Limited, a Bank with its Head Office in Tokyo, Japan and a Branch Office at
Unit No. 11B, 11th Floor, Prestige Palladium Bayan, Nos. 129 to 140, Greams Road, Chennai - 600006 (hereinafter referred to as `Guarantor', which expression shall, unless it be repugnant to the subject or context thereof, include their successors and assigns);

IN FAVOR OF

IFCI Limited, a Government of India Undertaking and a Company under the Companies Act, having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi - 110019 (hereinafter referred to as `IFCI' which expression shall unless it be repugnant to the subject or context thereof include their successors and assigns).

WHEREAS
i) IFCI has placed orders on M/s __________ , a Company incorporated under the Companies Act and having its Registered Office at ________________ (hereinafter referred to as 'Supplier') vide its letter No. ___________ dated _______ for supply, installation, testing and commission of the entire BOM, and training along with warranty and support engagement for a period of three years and other services as per the specifications and terms and conditions (hereinafter referred to as ‘Services/ Solution(s)’) contained in the above mentioned letter dated ________ , at a total cost of Rs._________ (Rupees ___________ only), inclusive of all taxes/ VAT and excise duties etc.

ii) The Supplier and IFCI had agreed on the following terms of payment:

Payment of 90% of the total cost: Post installation, testing and acceptance of performance of the equipment

Payment of balance 10%: Upon furnishing Bank Guarantee for a sum equivalent to 10% of the total cost, valid for a period of one year from the date of installation, invocable in the event of any malfunction, defect, etc. which is not rectified by the Supplier
iii) Now, pursuant to the above, at the request of the Supplier, the Guarantor has agreed to furnish a Guarantee to IFCI for a sum not exceeding Rs. __________ (Rupees), being 10% on terms mentioned hereunder.

NOW, THEREFORE, these presents witnesses as follows:

1. In consideration of the premises set forth above, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees and agrees with IFCI that in case the performance of the equipment provided by the Supplier or any other service/solution rendered by the Supplier is found to be defective (in material, workmanship or manufacturing), and/or malfunctioning, and/or the equipment is not working/service is not provided to the satisfaction of IFCI including delay in providing maintenance/rectification services, and such defect, and/or malfunction, and/or deficient service is not rectified/resolved/made good to the satisfaction of IFCI within a period of ____ days from the date of communication of such issue, IFCI shall invoke this Guarantee upon which the guarantor shall pay to IFCI, upon demand, immediately and without demur, a sum of Rs.___________ (Rupees ________________ Only).

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

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

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs.____________ (Rupees ________________ Only) and the guarantee shall remain in valid and in full force for a period of 1 year plus a claim period of 3 months commencing from ________ to __________, and
thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Supplier and IFCI.

5. Notwithstanding anything contained herein:

   a. The bank’s liability under this guarantee shall not exceed Rs. ________ (Rupees _________ Only)
   b. The guarantee shall remain in force up for a period of One year plus a claim period of 3 months commencing from the date of installation, i.e. ________ to ________.
   c. The Bank shall be liable to pay the guaranteed amount or any part thereof under this Guarantee upon a written claim or demand served upon the Bank during the tenure of the Guarantee after which the bank shall be discharged from all liabilities under this guarantee.

In witness whereof, the guarantor has put its hand to this deed at New Delhi on the date first above mentioned.

For and on behalf of the guarantor

(Name and Designation of the signatory)

Authorized signatory