

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

To

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

Dear Sir/Madam,

Subject: RFP -

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

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

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

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

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

Authorized Signatory. (Name)

Designation:

Organization Seal:

Annexure II

OEM's Authorization Format

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

Dear Madam/Sir,

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

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

NAME OF COMPANY	
ADDRESS OF COMPANY	
TELEPHONE NUMBER	
FAX NUMBER	

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

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

Yours faithfully,

Dated:

Place:

Sd. /-Seal

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

Annexure III

Letter Authorizing Representing Executive(s)

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

1. _____
3. _____

2. _____

(Specimen Signatures of Authorized Representative)

Name and Address of Authorized Representative

Date:

Place:

Signature of Authorized Person
Full Name:
Address:
Seal

Technical Specifications of the Products

Details are mentioned below:

Sl.	Requirement of Laptops	Qty
1	Dell Latitude 3410	05

Model & Configuration of Laptop:

Laptop Model	DELL LATITUDE 3410
Processor	Intel Core i-5 10 th Generation
RAM	8 GB DDR4
Hard Drive	500 GB HDD
Screen Size	14"
Windows OS	Windows 10 Professional 64Bit
Warranty	Minimum 3 years

Price Bid / Commercial Bid

(Prices in Indian Rupees)

Sl.	Requirement of Laptops	Qty	Unit Price	Taxes	Total Cost Inclusive of Taxes
1	Dell Latitude 3410	05			
Total Cost					
Total Cost in Words:					

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

Date
Place

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

Scope of Work

Details are mentioned below:

Sl.	Requirement of Laptops	Qty
1	Dell Latitude 3410	05

Model & Configuration of Laptop:

Laptop Model	DELL LATITUDE 3410
Processor	Intel Core i-5 10 th Generation
RAM	8 GB DDR4
Hard Drive	500 GB HDD
Screen Size	14"
Windows OS	Windows 10 Professional 64Bit
Warranty	Minimum 3 years

Other Terms & Conditions

For

5 डेल लैपटॉप की खरीद

Purchase of 5 nos. of Dell Laptops

IFCI Limited

RFP No: IFCI/CPD-/Ltd. Tender/CPD-IT/2020-21/18

Dated: 27/11/2020

Last Date for submission/ e-mailing of Bids

12.00 Noon on 14/12/2020

IFCI invites vendors (hereinafter referred as Bidders) to provide services as outlined in section "Scope of Work".

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

Installation and Commissioning

The Bidder shall be responsible for delivering and installing of products as ordered at all the sites and for making them fully operational at no additional charge **within 1 weeks from the date of acceptance of Purchase order.**

If the Bidder fails to deliver all the equipment ordered within the stipulated time schedule or by the date extended by IFCI, it will be construed as a breach of contract and suitable Liquidated Damages would be levied.

At the sole discretion of IFCI, there will be an acceptance test conducted by the Bidder in presence of IFCI officials and after delivery of all equipment. In case of serious discrepancy in hardware/software supplied and / or service offered, IFCI may cancel the entire purchase order at Bidder's costs and risks.

BID SUBMISSION & EVALUATION GUIDELINES

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

a bidder or all bidder's regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

- Bidders willing to submit revised bids may do so before the closing date.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.
- Bids shall be evaluated on the basis of the total evaluated price, as per the quoted rates for the services mentioned in Scope of Work.
- Bids will be opened at IFCI Tower, Nehru Place, in the present of representatives of the bidders who may choose to be present. Evaluation of the eligible bids shall be done on L-1 basis, the Price bid submitted.

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

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

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

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

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

Rectification of Errors

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

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

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

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

Right to Accept or Reject the Tenders

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

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

Modification and Withdrawal of Bids

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

Penalty for deficiency in Services

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

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

Annulment of Award

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

Product Support from the OEM

All hardware supplied must be back aligned with the OEM for any support required. Although IFCI would be logging all with the vendor, IFCI may if desired should be able to directly log a call with the OEM.

Payment Terms

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

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

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

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

Termination Clauses:

Termination for Insolvency

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

Termination of Contract

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

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

Publicity

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

Arbitration and Laws

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

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

Patents, Successful Bidder's Liability & Compliance of Regulations

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

Unsatisfactory Performance

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

Merger/ Acquisition of Bidder

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

Force Majeure

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

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

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

Confidentiality of Information

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

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

Disclaimer

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

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