

Ref: RFP No. IFCI/CPD-IT/E-Tender/2020-21/07 Name of the Bidder: Inspirisys Solutions Ltd.				
Sl.	Page No. Section No.	Clause in RFP	Query	IFCI Response
1	Page 10, Clause-2.1	Past experience in providing FMS and AMC of similar nature in government 2 Govt. Organizations or more	As per Corrigendum Dated August-25th-20, As mentioned to be read as--> "Further, the Vendor must qualify in the <b>criteria 1,3,4,5 and 6 by obtaining the minimum score mentioned therein". Seems Point 2 PSU experience is not required? Kindly confirm.</b>	Yes, PSU experience is not mandatory, however, bidders will not get any marks for Point No. 2.
2	Page-38, Annexure-3, Point-4	(i) Telephone No (Land line), (ii) Mobile No. (iii) FAX No., (iv) E-mail address	Office: Residence: Understand its Bidder Firm Details required but not for Residence, Need clarity.	Bidder Firm's Office contact details to be provided.
3	Page 46, Annexure-7	Desktop (Lenovo, HP, Zenith)-65 Laptop (Lenovo, HP, Zenith)-215 Printer HP/Cannon (LaserJet / inject all-in-one)- 150 Scanner-10, Network Switch-15 (Cisco 2960/2000 series/3000 series/DLINK/DIGISOL	1. Need to Know Location wise Asset in HO, RO, 2. Need Model No Details of Printers, Scanners and Desktop	<b>IT Assets as on date (This list is Indicative. For operational efficiency assts may be transferred between offices)</b> ----- Delhi – PC-41, LP-167, PR-121, SC-5, NW-15 Ahmedabad – PC-2, LP-2, PR-2. Chennai– PC-3, LP-4, PR-5, SC-1. Mumbai, PC-2, LP-18, PR-7. Kolkata – PC-7, LP-7, PR-5, SC-1. Hyderabad – PC-6, LP-8, PR-6, SC-2. Bangalore- PC-4, LP-9, PR-4, SC-1. (Final List will be provided along with PO) (PC-Desktop, LP-Laptop, PR-Printer, SC-scanner, NW-

				Network Switch) <b>Model Available</b> Printer Model - HP LaserJet 1020, HP MFT 176, Epson L 4150 etc. Scanners – KODAK I 1220, HP G 4010 Desktop- Lenovo P4030, LENOVO A70, Zenith P4, Lenovo A340
4	Page 11, Point 6, Point	Service Support Backup understanding with the OEM or their authorized Service provider for equipment's.	Since there is no Hardware is under B2B support. Hence, Request for Clause should change Instead of OEM Authorization, this should change to OEM Engagement with various OEM or partnership with OEM	Refer Corrigendum-II for clarification.
<b>Name of the Bidder: PACE Business Machine Pvt. Ltd.</b>				
1.		Annual turnover of 50 crores or more in any of the 3 financial years starting from 2016-17 with net profit in at least 2 financial years.	Annual turnover of 25 crores or more in any of the 3 financial years starting from 2016-17 with net profit in at least 2 financial years. As the bid value will be max 2 .0 Crores if we consider 1% as EMD, so for 2 Crores bid 50 Crores turnover does not require hence request you to reduce it to 25 Crores.	Refer Corrigendum-II for clarification.
2		Manpower Strength - The vendor should have minimum two hundred (200) qualified support engineers having BE/B.Tech/MCA in IT/Computer Science/ Electronics & Communication/Electronics or higher on company payroll as on submission of bid. Employed staff should have relevant certifications (CCNA / CCNP/ CLOUD/ VMWARE/ ITIL/ OCA/ LINUX/ UNIX /SOLARIS ETC)	only 5 FMS engineers are asked in bid ....and for company strength you are asking 200 persons ...hence request you to amend it to 100 nos and for education or experience shall be mentioned.	No Change
<b>Name of the Bidder: 3i Infotech Limited</b>				
1	Chapter -2/ Eligibility Criteria point 3 Page No. 9		We understood that vendor has to provide the valid copies of ISO 9001:2015 for IT Infrastructure Management Services and ISO 27001:2013 to meet this clause,	Yes

			please confirm.	
2	Chapter -2/ Technical Evaluation Criteria.4. Page No. 10		To meet this clause can we submit the Declaration from HR for maximum number manpower staff along 20 CCNA or network certified resources list, please confirm.	Yes
3	Chapter -2/ Technical Evaluation Criteria.6. Page No. 11.		We understood OEM B2B (Back to Back) AMC support requirement is not a part of this contract, please confirm. So please confirm the exact requirement in terms of credentials?	This relates to partnership with OEM. A relevant evidence to be provided for standard or registered partnership.
			Apart from the partnership of the few OEMs can we also furnish documents like other Contract details of B2B AMC services or approach of handling the OEM Infrastructure by appropriate solutions as a support back up please confirm. Registration with OEMs to support the credentials?	
4	Chapter 3. Page No.12		As per tender document the contract duration is 2 years but AMC contract period mentioned as 3 years, please confirm the exact tenure for AMC Services.	The AMC is for a period of 2 years with IFCI retaining the option of extending it further by one year on similar terms and conditions as prevailing at the end of 2 <sup>nd</sup> year
5	Chapter 3. Page No.13		We understood that the vendor has to implement the cloud based solution for logging a ticket, but who will provide it, does vendor has to bring the solution? Can we provide Web based logging solution also?	Web based logging solution can also be provided
			In case bidder has to bring the solution then where does vendor has to factor the cost since there is no space to factor this cost.	To be included in Maintenance Cost

6	Chapter 3. Page No.14		The Projector coordinator requirement will be offsite or on shared basis, please confirm.	Offsite (This will be an Account Manager to IFCI)
7	Chapter 3. Page No.15		We assume that the total penalty P1 for a quarter shall not exceed 10% of total <b>quarterly</b> maintained charges, please confirm.	Yes
8	Chapter 3. Page No.17		There is no separate provision to add the cost of oracle DBA – under Managed Services – On Call Basis (Remote support/On-site), where does vendor has to factor this cost?	Refer Corrigendum-II for clarification.
			Please confirm the number of instances per annum where IFCI required oracle DBA On call support.	Refer Corrigendum-II for clarification.
9	Chapter 3. Page No.17		We request you to please keep the payment terms for Manpower (FMS) component as monthly and AMC quarterly basis.	Payments terms will remain as per RFP
10	Chapter 5/ Annexure – 4. Page No. 42		As per annexure 4 we understood that the vendor has to refer the spare quantity from table 1 and for part in the AMC/spares vendor has to refer table 2, please confirm.	Yes
			From table 2 we understood that the laptop and network equipment's are tagged under FMS, so there no need to maintain spare as stock, please confirm.	Yes
			Or for network vendor has to maintain 4 unit of any switches e.g. (Cisco 2960/2000 series/3000 series/DLINK/DIGISOL) Managed/Unmanaged L2) at site please confirm.	Yes
11	Chapter 5/Annexure -7. Page No. 46		As per Commercial we understood that vendor has to put AMC charges for quantity of asset mentioned in the table: Hardware Cost Includes.	Yes

12	General		We request you to provide the tentative assets count at on call locations.	<p><b>IT Assets as on date (This list is Indicative. For operational efficiency assts may be transferred between offices)</b></p> <p>-----</p> <p>Delhi – PC-41, LP-167, PR-121, SC-5, NW-15  Ahmedabad – PC-2, LP-2, PR-2. Chennai– PC-3, LP-4, PR-5, SC-1. Mumbai, PC-2, LP-18, PR-7. Kolkata – PC-7, LP-7, PR-5, SC-1.  Hyderabad – PC-6, LP-8, PR-6, SC-2. Bangalore- PC-4, LP-9, PR-4, SC-1.  (Final List will be provided along with PO)  (PC-Desktop, LP-Laptop, PR-Printer, SC-scanner, NW-Network Switch)  <b>Model Available</b>  Printer Model - HP LaserJet 1020, HP MFT 176, Epson L 4150 etc.  Scanners – KODAK I 1220, HP G 4010 Desktop- Lenovo P4030, LENOVO A70, Zenith P4, Lenovo A340</p>
13	Chapter 4 / Terms & Conditions/ Commencement of Work. Page No. 23		The successful bidder should be given a time of at least 2 weeks to commence the work instead of within 5 days from date of awarding the contract. 5 days is extremely stiff to have the right people on the job. Kindly consider changes, as the consequence of not fulfilling is very punitive, "which states that If the Bidder	No change. The bidder should contact IFCI and deploy personnel for commencement of work.

			/selected Service Provider 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."	
14	Chapter 4/ Terms & Conditions/ Insurance. Page No. 23		Kindly elaborate the clause on Workmen's Compensation Act, 1948, and the line, "In the event of any liability/claim falling on IFCI, the same shall be reimbursed/indemnified by the selected Service Provider."	Any Liability falling on IFCI due to non-compliance with provisions of said acts shall be shall be reimbursed/indemnified by the selected Service Provider.
15	Chapter 4 / Terms & Conditions/ EMD to be Forfeited. Page No. 26		Kindly clarify on point no. 3	Self-Explanatory. The bidder should not indulge in acts that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
16	Chapter 4 / T&C/ Bank Guarantee Page No. 27		Kindly clarify on point no. ii) & iii). Invoking of PBG without any notice of extension requirement, due to any oversight is highly risky. Kindly consider removing the clauses.	No Change
17	Chapter 4 / T&C/ Misc. Cond. Page No. 29		In reference to the point (b), what is the limitation of liability for the damages?	Extent of damage to IFCI Property
18	Chapter 4 / T&C/ Misc. Cond. Page No. 29		In regard to point (g), please consider appointment of Arbitrator to be mutually selected by IFCI and the agency.	No Change

19	Chapter 4 / T&C/ Misc. Cond. Page No. 29		In regard to point (j), the compliance of the salary would be as per Delhi Govt. only or also for Mum Govt., also does half yearly DA increase mandatory? Request more clarity.	As per Code on Wages 2019, Central Government Act.
20	Chapter 4 / Terms & Conditions/ Other Conditions. Page No. 32		In regard to point vi), please clarify what would be independent License under the Contract Labour.	Compliance to said act and/or any licensing requirement would be responsibility of the contractor
21	Chapter 5 /Annexure-18. Page No. 64		We understood that IFCI is only has an expectation that vendor must follow the norms as per below acts a) Environmental (Protection) Act 1986 and Environment (Protection) Rules,1986 b) E-waste Management, c) Batteries (Management and Handling) Rules, 2001. and there is no certificate required for above acts, please confirm	Yes, adherence
22	Chapter 5 /Annexure-19. Page No. 65		Kindly clarify about the declaration requirement.	Self-Explanatory
<b>Name of the Bidder: Team Computers Pvt. Ltd.</b>				
1	10 Point no 3	Annual Turnover of company from FMS and AMC business in last three financial years.	Is the value mentioned in 3.1 to 3.4 consolidated for three years or is it for each year	Average Annual Turnover for last three years. Refer Corrigendum-II for clarification.
2	10 Point no 1	Quality / Satisfactory report from the valuable customers where FMS and AMC are currently running	Only Govt. or Corporate will be ok	Govt./PSU/Bank/Corporate certificate acceptable.
3	Page no 29 Point B	In case of any damage to IFCI's property/ premises by the manpower, the Service Provider shall be held responsible. The Service Provider will be liable to pay the compensation to IFCI as may be advised by IFCI. The Contractor	May kindly be defined with maximum recovery amount	Recovery would be to the extent of damage caused to IFCI property/premises.

		shall take full responsibility and reimburse and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his Man Power. Amount of compensation may be recovered from the payment of the monthly bills of the Service Provider if so warranted		
4	Page 64	Annexure-18	Do we need to produce any certificate in this regard, usually e waste is management is done different companies having specialized expertise in this area	Only adherence is required
5	Bid Submission	Last date (Technical & Commercial) 11/09/2020, 12:00 Noon	It is requested to kindly extend submission date by 5-7 days	Refer Corrigendum-II.
6	4	<b>Contract Period-</b> The performance of the service provider will be evaluated every performance.	Kindly elaborate the process of evaluation	Performance will be based on the Scope of Work and resources allocated
7	9	<b>Eligibility Criteria</b> - Indicative SLA's & approach note to be submitted.	Please suggest the desired SLA	Please refer Page 14 and 15 of RFP for SLA
8	10	<b>Technical Evaluation Criteria</b> Quality / Satisfactory report from the valuable customers where FMS and AMC are currently running	Can we submit satisfactory report from corporate customers also. Also suggest if we can obtain such reports on email /	YES
9	10	2.1 2 Govt. Organizations or more 10 Marks Valid copies of PO to be attached	Not to be deleted	PSU experience is not mandatory, however, bidders will not get any marks for Point No. 2.
10	17	Oracle DBA – under Managed Services – On Call Basis (Remote support/On-site)	Please suggest Estimated calls annually?	Refer Corrigendum-II for clarification.
11	11	Service Support Backup understanding with the OEM or their authorized Service provider for equipment's.	What kind of certificate/Understanding needs to be furnished	This relates to partnership with OEM. A relevant evidence to be provided for standard or registered partnership



<b>Name of the Bidder: CMS IT Services</b>				
1	9	Eligibility Criteria: 7. Manpower Strength - The vendor should have minimum two hundred (200) qualified support engineers having BE/B.Tech/MCA in IT/Computer Science/ Electronics & Communication/Electronics or higher on company payroll as on submission of bid. Employed staff should have relevant certifications (CCNA / CCNP/ CLOUD/ VMWARE/ ITIL/ OCA/ LINUX/ UNIX /SOLARIS ETC)	Allow Graduation in any stream with relevant certifications	No Change
2	9	Eligibility Criteria: 9. The Vendor to confirm that the bid is not submitted in Consortium as well as Subcontracting	Request IFCI to remove this clause.	No Change
3	12	Maintenance support / facility management includes problem/issues, trouble shooting and correction, service packs, device driver& Firm Ware Upgrades, Systems support like O.S Reinstallation, registration of problems/issues to Original Equipment Manufacturer (OEM) raised the tickets and follow up.	AMC is for only Hardware not for Software. Any licenses or Software will be provided by IFCI	Yes
4	12	Provide support in day to day operation & monitoring in network related like antivirus, video conference systems, issues in networking points (includes router, switch, modem, software etc.), link availability as required.	Support will be provided for listed hardware in AMC only.	No Change
5	12	Hardening of "Operating System" (OS), closing of all necessary ports, access /authorization control.	Licensing will be provided by IFCIL	Yes
6	12	Patch Management: Evaluation of suitability/requirement of Microsoft Windows Servers patches and application of the same on all servers if required.	Licensing will be provided by IFCIL	Yes

7	13	The selected vendor shall have to provide scheduled preventive maintenance once in three months for all the components, or corrective and remedial maintenance services to set right the malfunctioning of the system. This includes replacement of serviceable parts and unserviceable parts.	Pls elaborate, this includes replacement of unserviceable parts.	Unserviceable Parts which cannot be repaired and are covered under AMC as per RFP.
8	14	Service Agreement Level (SLA): Issue relating to LAN/WAN/Wireless Connectivity/Desktop / Laptops /peripheral devices	Allow MMTR2 for 24 Hours	All major issues which require 24 Hours will be treated in Others as per SLA
9	42	At least a minimum of 10% (approx.) Hardware Spares is required to be maintained at Head office, Delhi in order to meet maximum uptime for any reported issue as per the details mentioned below:	Request IFCI to pls remove compulsion of 10% spare parts, Vendor will manage all required parts when required within the scope of the SLA.	This is mandatory in order to meet uptime
10		General query	Pls share make and model with serial number of all in-scope devices for AMC	<p><b>IT Assets as on date (This list is Indicative. For operational efficiency assts may be transferred between offices)</b></p> <p>-----</p> <p>Delhi – PC-41, LP-167, PR-121, SC-5, NW-15  Ahmedabad – PC-2, LP-2, PR-2. Chennai– PC-3, LP-4, PR-5, SC-1. Mumbai, PC-2, LP-18, PR-7. Kolkata – PC-7, LP-7, PR-5, SC-1.  Hyderabad – PC-6, LP-8, PR-6, SC-2. Bangalore- PC-4, LP-9, PR-4, SC-1.  (Final List will be provided along with PO)  (PC-Desktop, LP-Laptop, PR-</p>

				Printer, SC-scanner, NW- Network Switch) <b>Model Available</b> Printer Model - HP LaserJet 1020, HP MFT 176, Epson L 4150 etc. Scanners – KODAK I 1220, HP G 4010 Desktop- Lenovo P4030, LENOVO A70, Zenith P4, Lenovo A340
11	4	Contract Period: IFCI reserves the right to alter the scope of work/ number of persons hired through them at any stage with suitable adjustment in monthly charges	Clause to be modified as under: IFCI reserves the right to alter the scope of work/ number of persons hired through them at any stage with suitable adjustment in monthly charges. <b>Also, IFCI shall not be called upon for any such change in the absence of a written Change Order executed between the parties</b>	No Change
12	15	Chapter 3 Calculation of penalty clause Total Penalty (P1) for a quarter shall not exceed 10% of the total Maintenance Charges	Request modification as below: Total Penalty (P1) for a quarter shall not exceed <b>5% ±0%</b> of the total Maintenance Charges <b>of that quarter.</b>	No Change
13	22	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.	Clause to be modified as under: 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 <b>shall provide a 30 days prior notice to selected bidder to cure the breach with an opportunity to be heard and</b> may make the award to any other bidder at the discretion of the IFCI or call for new bids.	No Change
14	23&24	Termination Clause : IFCI at its absolute discretion, reserves its right to terminate the agreement for	Clause to be modified as under : IFCI at its absolute discretion, reserves its right to terminate the agreement for any	No Change

		<p>any reason including but not limited to the following</p> <ul style="list-style-type: none"> <li>• 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 Service Provider, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.</li> <li>• 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: - <ul style="list-style-type: none"> <li>o 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.</li> <li>o 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.</li> <li>o If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the Service Provider is convicted by a</li> </ul> </li> </ul>	<p>reason including but not limited to the following</p> <ul style="list-style-type: none"> <li>• IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by <del>Thirty (30)</del>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 Service Provider, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.</li> <li>• 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: - <ul style="list-style-type: none"> <li>o 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.</li> <li>o 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.</li> <li>o If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the Service Provider is convicted by a criminal</li> </ul> </li> </ul>	
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		<p>criminal court on grounds of moral turpitude.</p> <p>o for any reason whatsoever, the selected Service Provider becomes disentitled in law to perform his obligations under this agreement.</p> <p>o 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.</p> <p>IFCI reserves the right to terminate the contract without assigning any reason giving seven days' notice to the bidder.</p>	<p>court on grounds of moral turpitude.</p> <p>o for any reason whatsoever, the selected Service Provider becomes disentitled in law to perform his obligations under this agreement.</p> <p>o The bidder is involved in <b>wilfully &amp; knowingly</b> 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 <b>without assigning any reason</b> giving <b>Thirty (30)seven</b> days' notice to the bidder.</p> <p><b>However, IFCI shall be liable to pay for the services rendered up to the effective date of termination</b></p>	
15	24	<p>Penalty for deficiency in Services</p> <p>After completion of the contract, if the said work is awarded to another agency/firm/Service Provider, smooth handing over of entire system be done within 30 days in good working condition to next selected contractor. During the process of Handing Over-Taking Over, if any fault is observed by IFCI/new contractor, the same should be rectified within 30 days period of identification of the issue/defect. If the defect is not rectified within 30 days than IFCI shall be at liberty to deduct 0.5% of the contract value per week or part thereof delay up-to a maximum of further 2 months from contractor running /pending bills/security deposit.</p> <p>Thereafter, IFCI shall be free to get the work done through another agency/firm and payment shall be recovered from contractor balance payments/security</p>	<p>Clause to be modified as under:</p> <p>After completion of the contract, if the said work is awarded to another agency/firm/Service Provider, smooth handing over of entire system be done within 30 days in good working condition to next selected contractor. During the process of Handing Over-Taking Over, if any fault is observed by IFCI/new contractor, the same should be rectified within 30 days period of identification of the issue/defect. If the defect is not rectified within 30 days than IFCI shall be at liberty to deduct 0.5% of the contract value per week or part thereof delay up-to a maximum of further 2 months from contractor running /pending bills/security deposit. Thereafter, IFCI shall be free to get the work done through another agency/firm and <b>the contract shall be liable for the differential payment upto maximum upto 10% of the cost of</b></p>	No Change

		<p>deposit and contractor will have no objection to such deeds.</p> <p>In addition to the liquidated damages not amounting to penalty warning may be issued to the bidder for minor deficiencies on its part.</p> <p>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.</p>	<p><del>unperformed services, shall be recovered from contractor balance payments/security deposit and contractor will have no objection to such deeds.</del></p> <p>In addition to the liquidated damages not amounting to penalty warning may be issued to the bidder for minor deficiencies on its part.</p> <p>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 <del>and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI.</del></p>	
16	25	<p>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 Service Provider'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 undeclared), 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:</p>	<p>Clause to be modified as under: 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 Service Provider'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 undeclared), 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:</p>	No Change

		<p>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.</p> <p>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.</p> <p>c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.</p> <p>d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.</p> <p>However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.</p>	<p>a) That within <del>2</del>7 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.</p> <p>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.</p> <p>c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.</p> <p>d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.</p> <p><del>However, neither party shall be liable for any liabilities, expenses , damages or cost, penalty for delay or non performance of the obligation under this RFP due to the force majeure event herein mentioned above</del></p> <p><del>However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.</del></p>	
17	25	<p>Patents, Successful Bidder's Liability &amp; 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, dependance, representatives etc. or from any other person(s) or bodies/companies</p>	<p>Clause to be modified as under: Successful Bidder shall protect and fully indemnify IFCI from <del>any actual, direct and proven</del> claims for infringement of patents, copyright, trademark or the like. Successful Bidder shall also protect and fully indemnify the IFCI from <del>any actual, direct and proven</del> claims from successful Bidder's workmen/employees, their heirs, dependance, representatives etc. or from any other person(s) or bodies/companies</p>	No Change

		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.	etc. for <del>any</del> willful 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 <del>any</del> actual, direct and proven claims/penalties arising out of any infringements. The forgoing shall not apply to any infringement claim resulting from any hardware, operating system or other software that arises solely due to (a) use, operations and maintenance of the Deliverables or any 3rd party material in any manner not in accordance with the Documentation or Supplier's instructions or recommendations, or (b) combination, modification done other than by Supplier.	
18	27	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.	Clause to be modified as under: 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 with mutual discussion and agreement between the parties.	No Change
19	28	Delays in the Bidder's Performance An un-excused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify IFCI in writing of the fact of the delay, its likely	Clause to be modified as under: An un-excused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions after providing a 30 days prior notice with an opportunity to be heard: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall	No Change



		<p>duration and its cause(s). IFCI reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of IFCI will be final in the regard. As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract, however.</p>	<p>promptly notify IFCI in writing of the fact of the delay, its likely duration and its cause(s). IFCI reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of IFCI will be final in the regard. As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract, however.</p>	
20	28	<p>Liquidated Damages and Penalties If the Selected Service Provider 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</p>	<p>Clause to be modified as under: If the Selected Service Provider 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 <b>maximum upto 10% of the cost of unperformed services</b></p>	No Change

		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 Service Provider in the event of breach of this Agreement or for recovery of liquidated damages	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, <b>by providing written notice with 30 days cure period and IFCI may forfeit the security deposit with mutual discussion and agreement between the parties in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages</b>	
21	28	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.	Clause to be modified as under: 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. <b>However, the confidentiality obligations shall survive for the period of 1 year from the date of termination/ expiration of this contract</b>	No Change
22	29	Miscellaneous: (a) In case of unsatisfactory performance, IFCI reserves the right to impose penalty/take action against the Contractor at any point of time, which may be by way of termination of contract without any notice or recourse to the Contractor.	Clause to be modified as under: (a) In case of unsatisfactory performance, IFCI reserves the right to impose penalty/take action against the Contractor at any point of time, which may be by way of termination of contract <b>by providing 30 days of without any</b> notice or recourse to the Contractor <b>and opportunity of being heard.</b>	No Change

23	29	<p>Miscellaneous::  (b)In case of any damage to IFCI's property/ premises by the manpower, the Service Provider shall be held responsible. The Service Provider will be liable to pay the compensation to IFCI as may be advised by IFCI. The Contractor shall take full responsibility and reimburse and compensate IFCI for any loss/damage/break-down caused to the installation due to negligence of his Man Power. Amount of compensation may be recovered from the payment of the monthly bills of the Service Provider if so warranted</p>	<p>Clause to be modified as under;  (b)In case of any damage to IFCI's property/ premises by the manpower, the Service Provider shall be held responsible. The Service Provider will be liable to pay the compensation to IFCI as may be advised by IFCI. The Contractor shall take full responsibility and reimburse and compensate IFCI for <b>any actual, direct and proven</b> loss/damage/break-down caused to the installation due to <b>gross</b> negligence of his Man Power. <b>Amount of compensation may be recovered from the payment of the monthly bills of the Service Provider if so warranted</b></p>	No Change
24	29	<p>Miscellaneous:  (d) The Service Provider shall keep IFCI indemnified from any liability that may arise on account of action of Manpower and/ or short fall in meeting any statutory obligations required under Labour Laws of the Delhi/ State Government (s) or any other liabilities of whatever nature which IFCI may now or hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Bid or applicable laws.</p>	<p>Clause to be modified as under:  (d) The Service Provider shall keep IFCI indemnified from <b>any-actual, direct and proven</b> liability that may arise on account of action of Manpower and/ or short fall in meeting any statutory obligations required under Labour Laws of the Delhi/ State Government (s) or any other <b>actual and proven</b> liabilities of <b>direct</b> whatever nature which IFCI may <del>now or hereafter</del> be liable to pay or sustain by virtue of or as a result of <del>the performance or non-performance by the Contractor of any of the terms and conditions of this Bid or</del> <b>breach of representations or warranties or</b> applicable laws.</p>	No Change
25	29	<p>(g) Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of the Parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitrator as per the provisions of the Arbitration &amp;</p>	<p>Clause to be modified as under:  (g) Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of the Parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitrator as per the provisions</p>	No Change

		Conciliation Act, 1966. The Arbitrator shall be appointed by the Managing Director & CEO of IFCI and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held in New Delhi and the Courts at New Delhi alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.	of the Arbitration & Conciliation Act, 1966. The Arbitrator shall be appointed by <b>both parties jointly and mutually</b> <del>the Managing Director &amp; CEO of IFCI</del> and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held in New Delhi and the Courts at New Delhi alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.	
26	29	Miscellaneous: (i) Details of cases pending against the contractor with any Court of Law, if any, status thereof, to be submitted.	Clause to be modified as under: Details of cases pending against the contractor <b>which have material impact on the ability of the contractor to provide services to IFCI</b> , with any Court of Law, if any, status thereof, to be submitted.	No Change
27	30	Miscellaneous (m) Service Provider to ensure strict discipline and behaviour and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.	Clause to be modified as under: Service Provider to ensure strict discipline and behaviour and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to IFCI staff or its business or working and will be liable for <b>immediately</b> replacing/relocating the individual employee, <b>within 30 days of request</b> , if the services rendered by him are not found to be satisfactory.	No Change
28	32	Other condition (3) ARBITRATION & RECONCILIATION: i) In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon	Clause to be modified as under: i) <b>Notwithstanding anything mentioned elsewhere in the RFP</b> , In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching	No Change

		<p>the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by IFCI.</p> <p>ii) The award of the Arbitrator shall be binding upon the parties to the dispute.</p> <p>iii) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.</p> <p>iv) The cost of arbitration shall be borne equally by both the parties.</p> <p>v) Work under the contract shall be continued during the arbitration proceedings.</p>	<p>upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed <del>mutually by both the parties</del> <b>by IFCI.</b></p> <p>ii) The award of the Arbitrator shall be binding upon the parties to the dispute.</p> <p>iii) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be <del>in Mumbai the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine</del></p> <p>iv) The cost of arbitration shall be borne equally by both the parties.</p> <p>v) <del>Except in case the dispute between the parties is related to non payment of fees,</del> Work under the contract shall be continued during the arbitration proceedings. <del>Likewise, IFCI shall continue to pay to service provider/bidder for the services performed.</del></p>	
29	NA	NA	<p><b>Clause Limitation of Liability to be added as under:</b></p> <p>Limitation of Liability: Notwithstanding the other provisions of this Agreement, In no event shall the either party be liable to the other party or any third party for a monetary amount greater than the Annual value of Agreement pursuant to RFP. Neither party shall be liable to the other party for any loss of profit, production, anticipated</p>	No Change

			savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose	
30	NA	NA	Below addition suggested: the Contractor may terminate this Agreement and / or any SOW upon written notice to the IFCI if the IFCI commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the first party	No Change
31	NA	NA	Below addition suggested : In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make	No Change

			<p>payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation</p>	
32	NA	NA	<p><b>Below addition suggested :</b>  <b>Non Solicitation Clause:</b>  Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.</p>	No Change