

## Scope of Work

Hardware under AMC Contract as mentioned below:

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

### 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 off 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 in to Service Level Agreement with IFCI covering AMC terms and conditions.
- During AMC period selected vendor shall visit on his own, to IFCI Offices/co-located 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.

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**OEM's Authorization Format**

To,

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

Dear Sir/Madam,

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

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

NAME OF COMPANY	
ADDRESS OF COMPANY	
TELEPHONE NUMBER	
FAX NUMBER	

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

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

Yours Sincerely

Dated:

Place:

Sd/- Seal

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

**PRICE BID FORMAT**

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

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

Dear Sir,

**Sub: AMC renewal of 2 Nos of SUN T5-2 Servers at Data Centre  
Tender No: IFCI/CPD-IT/Limited Tender/2019-20/39**

In response to your above enquiry, we hereby submit our bid, for AMC renewal of 2 Nos of SUN T5-2 Servers at Data Center, starting from 10/08/2019 to 09/08/2020 as per specifications mentioned in Annexure – I.

**(Price in Rupees)**

SI No.	Machin	Part Code	Qty	Start Date	End Date	Price	Taxes & Duties	Total Price
1	SUN SPARC T5-2	VCS6-STD-P-SSS-C	1	10/08/2019	09/08/2020			
2	SUN SPARC T5-2	VC-SRM6-25S-P-SSS-C	1	10/08/2019	09/08/2020			
3	Oracle Solaris Cluster Support			10/08/2019	09/08/2020			
	<b>Total Price</b>							

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

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

**Annexure - IV**

Terms & Conditions

For

AMC Renewal of 2 Nos of SUN SPARC T5-2 Servers at Data Centre

IFCI Limited

**RFP No: IFCI/CPD-IT/Ltd Tender/2019-20/39**

Mode of Tender – Limited

**Last Date of Submission**

**11.30 AM on 06/08/2019**

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

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

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

### **Addressing**

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

### **Termination Clause**

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

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various

services specified/agreed upon by the selected 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 filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
  - If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
  - for any reason whatsoever, the selected 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.

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 V.

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, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

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

### **Miscellaneous Conditions**

- No other person except selected bidder's authorized representative shall be allowed to enter IFCI's premises.
- Within IFCI premises, the selected bidder's personnel shall not do any private work other than their normal duties.
- Selected bidder shall be directly responsible for any/all disputes arising between him and his personnel and keep IFCI indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- The personnel engaged by the selected bidder are subject to security check by the IFCI Security Staff at any time and the Selected bidder shall ensure their presence for the said purposes.
- Selected bidder shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. IFCI shall have no liability whatsoever in this regard and the Selected bidder shall indemnify IFCI against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- Selected bidder shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

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**BANK GUARANTEE**

**IFCI Limited**

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 is executed at New Delhi on this \_\_\_\_ day of \_\_\_\_\_, 2019 by:

\_\_\_\_\_, a Bank with its Head Office in \_\_\_\_\_ and a Branch Office at \_\_\_\_\_ (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**

1. 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 \_\_\_\_\_ for a period of one year 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 and excise duties etc.

2. The Supplier and IFCI have agreed on the following terms of payment:
3. 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 WITNESS 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 commencing from 30 days after **acceptance of Purchase Order**, i.e. 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 commencing from 30 days after **acceptance of Purchase Order**, i.e. \_\_\_\_\_ to \_\_\_\_\_, **plus a claim period of 3 months**;
  - 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)  
Designation  
Authorized Signatory