



**Request for Proposal
For
Comprehensive Contract for AMC of Computer Hardware Equipment &
FMS Services at IFCI Tower, 61 Nehru Place, New Delhi.**

IFCI Limited

Mode of Tender – Open Tender (Online)

**To be submitted before
12.00 Noon on 11/09/2020**

**Addressed To
Deputy General Manager (Centralized Procurements)
IFCI Limited, IFCI Tower, 61 Nehru Place,
New Delhi - 110019.**

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.

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Chapter - 1

Introduction

The Industrial Finance Corporation of India (IFCI Ltd.) 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 is a Government of India Undertaking under the aegis of the Dept. of Financial Services, Ministry of Finance, GOI, primarily a Non-Deposit Taking NBFC.

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 Ltd. 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.

Invitation for Tender Offers

IFCI invites e-tender offers (Technical bid and Commercial bid) in two bid system, from eligible and reputed Service Providers for Comprehensive Contract for AMC of Computer Hardware Equipment & FMS Services at IFCI Tower, 61 Nehru Place, New Delhi.

The contract is comprehensive i.e. operation & maintenance contract including supply of material and deployment of manpower (if any).

Contract Period:

The Contract will be for a period of two years. The performance of the service provider will be evaluated every Three Months on a continuous basis.

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.

After passage of the new Code i.e. after appropriate notification is issued by the Govt. IFCI will have to follow the Central Act i.e. Code of Wages Bill and also the other Centres of IFCI including all its Subsidiaries. Upon implementation of the Code of Wages Bill, the same will be applicable and the prospective bidders shall need to take it into account.

Key Events & Dates

Tender Notice No	IFCI/CPD-IT/E-Tender/2020-21/07
Tender Name	Selection of Agency /Vendor for AMC of Computer Hardware Equipment & FMS Services
Bid Security / EMD	Rs.2,00,000/- (Rupees Two lakh only)
Tender Document	The details can be downloaded free of cost from CPP portal www.eprocure.gov.in or from IFCI website https://www.ifcilt.com/(Tenders - procurement-goods-and-services)
Date of Issue	21/08/2020
Date of Pre-Bid Meeting	02/09/2020, 11:00 AM
Last date for seeking clarifications, if any	04/09/2020, 11:00 AM
Last date & time of submission of Bid (Technical & Commercial)	11/09/2020, 12:00 Noon
Date & time of opening of Technical Bids	14/09/2020, 2:30 PM
Date & time of opening of Commercial Bids	To be communicated to qualified bidders post Technical Assessment
Address of Communication and Pre-Bid Meeting	IFCI Ltd. 15 th floor, IFCI Tower, 61 Nehru Place, New Delhi – 110 019
Name of the contact person for any clarification	Shri Saurabh Kumar, Mob - 9810094438 Smt. Prabha Sharma, Mob - 9990725657
e-mail Address	Pl quote the RFP No in the Subject Line of the e-mail rfpquery@ifcilt.com
Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from latest due date of offer submission (incl. extension, if any)

EMD should be in the form of NEFT/RTGS remittance in IFCI Account (remittance statement in favour of IFCI to be submitted) or can be in form of Demand Draft/Banker's Cheque drawn in favour of "IFCI Ltd", payable at New Delhi to be submitted on or before last date for submission of bid.

Note: IFCI reserves the right to cancel the Tender process at any stage during the Tender Process.

- 6. Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 90 (ninety) days from the last date of submission of Bid.
7. IFCI reserves the right to reject any or all the offers without assigning any reasons thereof.
8. Conditional bids would be summarily rejected.
9. **Authorization and Attestation:**
The bidder has to submit an authorization letter or valid Power of Attorney on behalf of company/firm for signing the document.
10. The General Conditions of Contract form part of the Open-Tender specifications. The information furnished shall be complete by itself. The Bidder is required to furnish all the details and other documents as required.
11. Bidders are advised to study all the tender documents carefully.
12. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder.
13. Any submission in tender shall be deemed to have been done after careful study and examination of the e-tender documents and with the full understanding of the implications thereof.
14. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Agency or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Agency. While this document has been prepared in good faith, neither IFCI, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by IFCI and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of IFCI or any of their officers or subscribers, whether negligent or otherwise.
15. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI. IFCI and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
16. Should the e-tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the e-tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc. Tenderers shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender.

- 17.** Bidders' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender documents.
- 18.** The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in his offer.
- 19.** Non-compliance with any of the requirements and instructions of the e-tender enquiry may result in the rejection of the tender.
- 20.** This document has not been filed, registered or approved in any Court of Competent jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
- 21.** This document constitutes no form of commitment on the part of the IFCI. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Agency selection process.
- 22.** Merely abstention of this Tender Document by any party does not confer or constitute any right of association with IFCI.

EMD may be remitted in form of NEFT/RTGS in IFCI bank account as detailed below.

Beneficiary: IFCI Ltd.

Account No. 00030350002631

Bank Name: HDFC Bank, HT House, KG Marg, New Delhi

IFSC Code: HDFC0000003

Please provide remittance advice/ copy of bank statement evidencing remittance in favour of IFCI.

In case EMD is provided in form of Bank Draft/ Bankers Cheque, 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

IFCI Ltd.

15th floor, IFCI Tower,

61 Nehru Place,

New Delhi – 110 019

Tel.: 011-41732000

Eligibility Criteria

Sl. No.	Criteria	Documents To be submitted
1.	The vendor should have a registered office in India. (preferably in Delhi/NCR)	Certificate of incorporation.
2.	The vendor Should have minimum 10 years (ending March 2020) of experience in supporting/servicing computers, laptops, printers etc. and should have executed at least five order of the similar nature, of value not less than Rs. 50 lakhs in last five financial years.	Certificates of satisfactory service of from any three organizations including at least one from the organization where order size is more than Rs 50 lakh, must be enclosed
3.	The vendor must have valid ISO certification in IT services and also ISO certification in IT Infrastructure.	Valid copy of ISO certification for a. IT Services b. IT Infrastructure
4.	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.	Self-certified copies of the balance sheet and profit & loss statement for the last 3 completed financial years
5.	The vendor should have at least five clients, out of which minimum two references from clients where 300 or more PCs/Laptops are on FMS & AMC with the firm	Relevant document to be provided
6.	The vendor, who has worked with IFCI in the past, shall provide a proof of satisfactory services to IFCI.	A letter from competent authority in IT department of IFCI (Head Office) certifying satisfactory services of the vendor to IFCI.
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)	Declaration in this regard by the authorized signatory of the Responder.
8.	The vendor shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies	Declaration in this regard by the authorized signatory of the Responder.
9.	The Vendor to confirm that the bid is not submitted in Consortium as well as Sub-contracting	Declaration in this regard by the authorized signatory of the Responder.
10.	Indicative SLA's with along with the Approach Note	Indicative SLA's & approach note to be submitted.
11.	Integrity Pact	Applicable

Technical Evaluation Criteria

Evaluation & Award Criteria

Total Marks = 100

In the first stage, only **TECHNICAL BID** will be opened and evaluated. Those vendors who satisfy the technical requirements as determined by IFCI, shall qualify for the **COMMERCIAL BID evaluation**.

Technical Bid Evaluation: Minimum Technical score required is 60. Any vendor who scores less than 60 will not be considered for commercial evaluation.

The technical bid evaluation shall be done based on the following criteria. Further, the Vendor must qualify in each of the criteria specified below (1- 6) by obtaining the minimum score mentioned therein.

During the technical evaluation stage each vendor shall be assigned different marks out of total 100 marks, as per the criteria specified below:

1. **Quality / Satisfactory report from the valuable customers where FMS and AMC are currently running.**

1.1	3 or Organizations more but less than 5 Organizations	05 Marks	Customer Review /Satisfactory services to be provided
1.2	5 Organizations or more but less than 7 Organizations	10 Marks	
1.3	7 Organizations or more but less than 10 Organizations	15 Marks	
1.4	10 Organizations or more	25 Marks	

2. **Past experience in providing FMS and AMC of similar nature in government Organizations (including PSUs).**

2.1	2 Govt. Organizations or more	10 Marks	Valid copies of PO to be attached
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3. **Annual Turnover of company from FMS and AMC business in last three financial years.**

3.1	Equal to 50 Crore	05 Marks	Furnish an audited copy of balance sheet / Auditors' certificate
3.2	50 Crore to 75 Crore	10 Marks	
3.3	75 Crore to 100 Crore	12 Marks	
3.4	More than 100 Crore	15 Marks	

4. **Overall Technical staff strength of manpower with the Company as on 31st March 2020**

4.1	100 to 250	02 Marks	Declaration from HR. Undertaking regarding the Availability of minimum 20 Certified Network Engineers (CNE) L2 Resources deployed must be CCNA with 2-3 yrs. of experience.
4.2	250 to 500	05 Marks	
4.3	500 to 1000	10 Marks	
4.4	1000 and above	15 Marks	

5. Availability of Support Staff in:

5.1	Delhi and Mumbai (Mandatory) Chennai, Hyderabad, Bengaluru, Kolkata, Ahmedabad	10 Marks	Self-declaration of Company letter head, with authorisation from CS
5.2	Delhi and Mumbai (Mandatory) Support available for 5-6 Location of the above list	7 Marks	
5.3	Delhi and Mumbai (Mandatory) Support available for 3-4 Location of the above list	5 Marks	

6. Service Support Backup understanding with the OEM or their authorized Service provider for equipment's.

6.1	Partner Understanding with HP, IBM, Microsoft, Dell, Symantec, Fortinet, Cisco, Polycom and Oracle	25 Marks
6.2	Partner Understanding with any 5 of them	10 Marks
6.3	Partner Understanding with any 3 of them	05 Marks

CHAPTER - 3

Scope of Work

The scope of work consists of Comprehensive On-site maintenance of Hardware as specified in **Commercial Bid (attached)** The comprehensive maintenance of hardware of IFCI includes repair/replacement of all faulty systems / parts including fuser assemblies and plastic parts of the printers.

The selected vendor shall maintain the sufficient Spares (At least 10% (approx.)) of the total hardware covered under AMC, as per **Annexure-4 attached**) for maintaining required uptime guarantee. In case an equipment/machine is being taken for servicing to service center, the Vendor will provide a stand by equipment and will take prior permission before taking the equipment out. Cost of transportation and insurance (in case of damage and theft during transit) of equipment will be borne by the Vendor. **The vendor shall provide standby/replacement equipment if any equipment covered under hardware support is taken out of the premises for repairs.**

The AMC is for a period of 3 years. IFCI offices to be covered under the contract include Delhi (Head Office), Mumbai, Chennai, Hyderabad, Bangalore, Kolkata, and Ahmedabad. Refer to **Annexure-5** for details Office locations with Address.

The broad categories of the activities that are to be carried out for "Facility Management Service" (FMS) & "Annual Maintenance Contract" (AMC) of Computer Hardware Equipment's and other peripherals at various office locations

- Maintenance support / facility management includes problem/issues, trouble shooting and correction, service packs, device driver & Firmware Upgrades, Systems support like O.S Reinstallation, registration of problems/issues to Original Equipment Manufacturer (OEM) raised the tickets and follow up.
- 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 for Virtual Local Area Network (VLAN) with Create and monitor Virtual LANs, Working Domains for effective use of network services. This shall also include Inter-VLAN routing as and when required.
- Hardening of "Operating System" (OS), closing of all necessary ports, access /authorization control.
- Data Backup and Recovery. Keep the back up of latest configuration of various devices and maintaining documentation of all updates.
- Assist in IT Asset verification.
- Maintain an updated documentation for network Topology – e.g. Numbering /Layout, Jack Panel Details, server Rack Jack Panel Details, Rack Elevation, Network Room Layout Data Connectivity Layout etc.
- Patch Management: Evaluation of suitability/requirement of Microsoft Windows Servers patches and application of the same on all servers if required.
- **Preventive Maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, and satisfactory execution of all diagnostics. The selected vendor is required to provide a preventive maintenance checklist along with a schedule.
- **Asset Management:** Vendor shall Create Hardware Asset database by recording information like configuration details, serial number, asset code, warranty and FMS details etc. and maintain updated central asset master database at IFCI. Further the vendor shall

record all installation of new machines, movement as well as reconciliation thereon with Fixed Asset Register. The vendor shall ensure management of material gate Pass.

- **Help Desk Management:** All Call Log details are to be managed and maintained by the selected vendor. In order to manage call logs, a cloud base solution must be implemented by vendor for logging tickets. Online access of all Issues/Tickets with as on date status (centralized helpdesk) to be maintained by Helpdesk coordinator. The knowledge base of issue logs is to be maintained. The details of resident engineers posted if any at IFCI should be provided in advance with duty schedule. No resident engineer should be relieved of duties without prior notice. **In case of requirement of resource at IFCI, same shall be deployed at same rate as specified in commercial bid.**

The resident engineers are required to adhere to IFCI office timings / Holiday Calendar. At time's helpdesk engineers may be required to Visit Residences of Senior Officers within/outside Office Hours to rectify the fault for the officially issued devices. In such cases Transportation shall be borne by IFCI.

The vendor will have to establish a Help Desk at IFCI Head Office which shall remain open from 9:00 AM to 6:00 PM (Monday to Saturday) for quick rectification of the hardware/software. The services may also be required before or after the above mentioned hours depending on specific demands from the IT .The support staff should have knowledge of Third Party tools installation, configuration and troubleshooting.

The Vendor will have to arrange for mobile / telephone facility to the engineer to facilitate immediate contact from IFCIs personnel.

Resource Non-Performance: IFCI will provide in writing Non-Performance of the resource and can ask for replacement within 30 day notice Period. The vendor will make efforts to resolve resource non-performance and if required replace the resource within the notice period.

Resource Absenteeism: The vendor shall provide alternate, competitive resource in case of resource is not available, due to planned or unplanned leaves. The vendor will make efforts to meet the Uptime.

The manpower placed at IFCI has to be on permanent roll of the company and no third party arrangement for the deployment of manpower will be entertained.

Audit Gap Closure: The vendor is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the /security system or Government agencies etc.

Comprehensive Maintenance & Management:

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.

The parts replaced will either be a new part or equivalent in performance to new parts. Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of the selected firm. In the case of a part, the defective part removed from the system will become the property of the selected firm. The AMC will include replacement of every defective parts of the equipment with new e.g. KEYBOARD & Wired Mouse etc. Vendor shall maintain all the machines satisfactorily till the end of the AMC/FMS tenure and handover all inventory in good working condition to the next vendor, in case the AMC/FMS is not extended or is terminated.

New equipment's purchased by IFCI will be included in FMS & AMC, at same cost as soon as the warranty of those equipment's expires. This will be done through Addendum signed by IFCI and service provider

Hardware Exclusions: - External connecting cables, power cords, power adapters, USB cables, printer cartridges and broken external plastic body parts.

Project Management: The Vendor will assign Project Coordinator who will be single point of contact on behalf of service provider.

Escalation Management: - The selected vendor should have established formal escalation processes to ensure that complex problems are solved quickly and efficiently.

Review Mechanisms: Daily/Weekly/Monthly Review Meeting (WRM) with Team Lead at IFCI HO.

Daily report shall be submitted to the In-charge of IT at 10 a.m. detailing previous day's work. A monthly consolidated report shall be submitted on every 1st Monday of the month detailing parts changed/ repaired, and other works done.

Service Agreement Level (SLA)

The SLA table below specified support /maintenance /metric along with Mean Time to Respond – “MMTR 1” and Mean Time to Resolve “MMTR 2”

Sr.No.	Service	MMTR 1 (HH:MM)	MMTR2 (HH:MM)
1.	Issue relating to LAN/WAN/Wireless Connectivity/Desktop / Laptops /peripheral devices	30 Minutes	2 Hr.
2.	Configuration changes	30 Minutes	1 Hours
3.	Any other	30 Minutes	Next Business day

MMTR1 (Mean Time to Response):- Defined as time taken by the FMS to respond the concerned user over the phone/E-mail or in person and acknowledge the problem.

MMTR2 (Mean Time to Resolve):- Defined as time taken by the FMS to resolve the Problem. The vendor is expected to maintain an UPTIME of 96% and below that penalty shall be imposed as per the penalty clause. Downtime will be calculated on quarterly basis.

The Downtime calculated shall not include following:

- Any planned shutdown ,Failure or malfunctioning of any equipment or services not provided by the vendor
- Negligence or other conduct of IFCI or its users, including a failure or malfunctioning resulting from application or services provided by IFCI or its vendors.

However, it is the responsibility / onus of the selected vendor to prove that the outage attributable to IFCI. The selected vendor shall obtain the proof authenticated by the IFCI official that the outage is attributed to the IFCI.

- In case maximum penalty is imposed for more than 2 times in a year, IFCI May revise the SLA PENALTY CAP.
- **Uptime Calculation for the quarter:**

$\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total Hours}] \times 100\}$.

“Actual Uptime” means, of the Total Hours, the aggregate number of hours in any Quarter during which each equipment is actually available for use.

- **“Scheduled Downtime”** means the aggregate number of hours in any quarter during which each equipment, down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not Attributable to Vendor’s (or Service provider’s) failure to exercise due care in Performing Vendor’s responsibilities.
- IFCI would provide a maximum of 12 hours of planned downtime during night for the Preventive maintenance (as part of scheduled downtime) per quarter per Equipment/service.
- The downtime for scheduled maintenance (patch application, upgrades – OS etc.) would need to be mutually agreed between IFCI and the Vendor. To reduce this time, various maintenance activities can be clubbed together with proper planning.

“Total Hours” means the total hours over the measurement period i.e. one quarter (24*number of days in the quarter).

- **Calculation of Penalty**

- Total Penalty shall be calculated as per following calculation:
 - 2% of QUARTERLY MAINTENANCE CHARGES for less than 96% & \geq 94% uptime
 - 4% of QMC for less than 94% & \geq 92% uptime
 - 10% of QUARTERLY MAINTENANCE CHARGES for less than 92%
- Penalty will also be calculated in case of absence of any Onsite Service Engineer- per day per person, Rs. 1500/- will be levied after two (2) consecutive days of absence.
- Total penalty for the quarter (P1) = Sum total of independent quarterly penalties for each of the service + Total penalty for absent days of the site engineers for that quarter.
- Total Penalty (P1) for a quarter shall not exceed 10% of the total Maintenance Charges

Evaluation Criteria

1.1 Evaluation Methodology

The evaluation will be a two-stage process:-

Phase 1 – Technical Evaluation

Phase 2 - Commercial Evaluation

Commercial Evaluation

Online commercial bids submitted by only those vendors, who have qualified the Phase-1 of evaluation will be eligible for further participation.

Inspection of Infrastructure at all Office Locations of IFCI Ltd

- The FMS/AMC Vendor shall inspect all the Hardware & submit detailed Hardware status, Configuration & inspection report of all Systems within 15 days from issuance of PO. Inspection report so generated shall be signed both by the Vendor & respective site in charge.
- In case no such report is made available by the vendor at the respective site within a period of 15 days, it will be presumed that all the Hardware / Software at the respective sites are working fine and shall be deemed to be covered under the scope of the Contract from the date of signing the contract. IFCI will refuse to honour any further claims whatsoever made by the Vendor beyond this period in this regard.
- All the Non Operational Systems/devices/ equipment's will be identified by the Vendor and report shall be submitted to respective Site In charge along with a Copy to Head Office Project Manager of IFCI.
- In case of Non-Operational Hardware, identified during the joint inspection at site, Vendor shall quote one time lump-sum maintenance charges as "One Time Maintenance Charges" for making the identified faulty Hardware functional. Vendor shall provide a list of spare parts along with their part Nos, required for making system operational along with the actual repair / replacement costs of parts for each of such identified hardware.
- Subsequent to satisfactory repair and acceptance by IFCI, the repaired unit shall be covered for FMS/AMC.

Resource Deployment / Issue Resolution

- The selected vendor shall deploy resource for issue resolution at various IFCI's office locations as and when required, while a ticket has been logged.
- Details of Resource Deployment:

S No	Resource Description	No of onsite Resource	Deployment Location
1	Network Engineer (L2 Level)	01	Head Office, Delhi
2	Desktop Engineer (L1 Level)	02	Head Office, Delhi
3	Desktop Engineer (L1 Level)	01	Mumbai Regional Office
4	Helpdesk Coordinator	01	Head Office, Delhi

5	L1/L2 Helpdesk Engineer – On Call Basis	For All Regional Offices (except Mumbai RO) of IFCI – Refer Annexure-5
6.	Oracle DBA – under Managed Services – On Call Basis (Remote support/On-site)	Head Office, Delhi

Note: Selection of the resources will be based on Interview by IFCI IT Officers

Payment Terms

- All payments shall be released directly by IFCI to the Vendor except as otherwise provided in the tender. All payments by the IFCI will be effected in Indian Rupees only Subject to any deductions from the Contract price as per Contract, the Vendor shall be entitled to receive the contract price as subscription charges quarterly as arrears against **Original Physical invoice.**
- All the payments mentioned above shall be made by IFCI based on the certification by the IFCI of the satisfactory services provided by the vendor.
- All Bank Guarantees shall be by scheduled commercial Banks in India other than IFCI and shall be irrevocable and enforceable in India.
- IFCI will have the absolute right to encash Bank Guarantees if sufficiently convinced of negligence and lack of dedication to work on the part of the Vendor.

CHAPTER – 4

Terms & Conditions

For

Comprehensive Contract for AMC of Computer Hardware Equipment & FMS
Services at IFCI Tower, 61 Nehru Place, New Delhi.

RFP No: IFCI/CPD- IT/E-Tender/2020-21/07

Addressed To

**Deputy General Manager (Centralized Procurements)
IFCI Limited, IFCI Tower, 61 Nehru Place,
New Delhi - 110019.**

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Clarification of Tender Document

The prospective Bidders requiring any clarification regarding Tender Document may sent by e-mail @ rfpquery@ifcilttd.com as per the schedule of dates given in the tender.

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.

Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's own risk and may result in rejection of its Proposal.

Validity of the Tender

The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from latest due date of offer submission (incl. extension, if any). In exceptional 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.

Canvassing in any form will be viewed seriously and if any bidder is found to be resorting to such practice, their bid shall be rejected. In case, no bid or single bid is received, the bid will get extended at the discretion of IFCI.

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.

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 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.
- Bids submitted without or with improper EMD

Technical Rejection Criteria

Technical Bid containing commercial details.

- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

Commercial Rejection Criteria

- Incomplete 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 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.

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.

The prospective Bidders requiring any clarification regarding Tender Document may sent by e-mail @ rfpquery@ifcilttd.com as per the schedule of dates given in the tender.

Assignment

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with IFCI's prior written consent. The Bidder shall notify IFCI in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

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 Service Provider fails to execute the order, IFCI will be free to award the contract to L2 Service Provider provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.

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 5 days from date of awarding the contract, and shall proceed with the same with due expedition without delay.

If the Bidder /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.

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

Supplementary 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 in the intimation letter.

Insurance

The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the selected Service Provider. The selected Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. IFCI shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on IFCI, the same shall be reimbursed/indemnified by the selected Service Provider.

Termination Clause

IFCI at its absolute discretion, 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 Service Provider, or if 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 Service Provider is convicted by a criminal court on grounds of moral turpitude.
 - for any reason whatsoever, the selected Service Provider 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

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 payment shall be recovered from contractor balance payments/security deposit and contractor will have no objection to such deeds.

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 Service Provider from full compliance with the RFP specifications and other contract requirements if the Service Provider 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 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:

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

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

Patents, Successful Bidder's Liability & Compliance of Regulations

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

Earnest Money Deposit (EMD)

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.
- No interest or any other expenses, whatsoever in regard to EMD will be payable by IFCI.
- The Micro Small and Medium Enterprise (MSME) units shall be exempted from submission of EMD. Bids of MSME should be accompanied by valid certification from MSME.
- Technical Bids 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 received after the due date and time, 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 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.
4. 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 Service Provider needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of equivalent to 10% of the cost of contract. BG format attached as Annexure 15.

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.

- i) The validity of Bank Guarantees towards Security Deposit shall be up to the completion period as stipulated in the Letter of Intent/Award +6 Months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by IFCI.
- ii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by IFCI. IFCI shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
- iii) In case the Bank Guarantees are not extended before the expiry date, IFCI reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder/Service Provider.
- iv) E-Tenderers to note that any corrections to Bank Guarantees shall be done by the issuing Bank only through and amendment in an appropriate non judicial stamp paper.
- v) The Original Bank Guarantee shall be sent directly by the Bank to IFCI under Registered Post (Acknowledgement Due), addressed to the Dy. General Manager (CPD), IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi – 110 019.

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 Security Deposit

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

Merger/ Acquisition of Bidder

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

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 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.

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 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

Confidentiality of Information

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

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

Miscellaneous Conditions

- (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.
- (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.
- (c) IFCI shall not be responsible for any untoward incident including injury/death/ caused to the Manpower provided by the contractor, at site. It will be the responsibility of the Service Provider to abide with all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall accrue to IFCI in this regard. The Service Provider shall at all times be solely responsible and/or liable to take adequate insurance for the life and safety of the Manpower and shall ensure that the said insurance policies remain live.
- (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.
- (e) The Service Provider would have to maintain the records as per directions of the officers in charge at IFCI.
- (f) The Service Provider hereby agrees that he shall not assign or transfer or sub-contract this Tender or part thereof to any third party under any circumstances.
- (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 & 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.
- (h) The Service charges quoted will remain firm during the currency of the Contract. IFCI shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract, except obligations arising due to increase in minimum wages.
- (i) Details of cases pending against the contractor with any Court of Law, if any, status thereof, to be submitted.
- (j) Contractor shall pay half yearly increase in Dearness Allowances (D.A.) to all workmen as per the Delhi Administration wages act/ state regulation order or NCT of Delhi minimum

wages (as amended from time to time). If there shall be any upward/downward revision in the D.A. during the contract period occurred, contractor shall make the payments accordingly to personnel deployed by him at IFCI. However, any revision in the minimum wages by the NCT of Delhi or state Govt. through Gazette notification (other than the half yearly increase in D.A.), then IFCI will pay only actual increase amount in minimum wages as per the wages sheet of previous month submitted by the contractor. All other charges (if any) like- service charges, overtime charges and any other charges will be borne by contractor. IFCI shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract/extension of the contract. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labour Department.

- (k) As already mentioned above, IFCI will not be responsible for any lapse on the part of the Service Provider in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. It is expressly understood that the Manpower deployed by the contractor are not on the rolls of IFCI and no legal relationship of whatsoever subsists between IFCI and such personnel employed by the contractor.
- (l) Thorough checking of Man power of the Service Provider during entry/exit would be done by security staff of IFCI.
- (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.
- (n) Man power deployed at IFCI by the Service Provider, during the course of their work, are privy to sensitive information/papers, etc. which are qualified/classified documents. It is expected that Man power deployed by the contractor shall not divulge any such information/ documents/papers to any third party or to any other person who is not supposed to know such information. If any Man power indulges in any such activity, the legal action under Official Secrets Act, 1923 shall be taken. The Service Provider shall furnish an undertaking that all the necessary instructions/training(s) have been given to all Man power deployed by them.

The Contractor:

1. shall treat all Confidential Information belonging to IFCI as Confidential and safeguard it accordingly; and
2. shall not disclose any Confidential Information belonging to IFCI to any other person without the prior written consent of IFCI, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

3. The Service Provider shall take all necessary precautions to ensure that all Confidential Information obtained from IFCI under or in connection with the Contract.
4. is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract.
5. is treated as confidential and not disclosed (without prior Approval) or used by any Man power or consultants otherwise than for the purposes of the contract.
6. The Service Provider shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's Confidentiality obligations under this Contract.
7. The Service Provider shall not use any Confidential Information it receives from IFCI otherwise than for the purposes of the Contract.
8. In the event that the Service Provider fails to comply with these Conditions, IFCI reserves the right to terminate the Contract by notice in writing with immediate effect.

ISSUE OF NOTICE:

- i) **Service of notice on Service Provider:** Any notice to be given to the e-tenderer under the terms of the contract shall be served by sending the same **by Registered Post/Speed Post/E-mail** to or leaving the same at the Service Provider's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Service Provider to IFCI. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
- ii) **Service of notice on IFCI:** Any notice to be given to IFCI under the terms of the Contract shall be served by sending the same by post to or leaving the same at IFCI address or changed address as notified in writing by IFCI to the Service Provider.

Other Conditions

1. RESPONSIBILITIES OF THE SERVICE PROVIDER IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKS ETC.:

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.

- i) The Service Provider shall fully indemnify IFCI against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:
- ii) The Service Provider at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- iii) The Service Provider shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- iv) The Service Provider shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.
- v) The Service Provider shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liveable on account of his operations in executing the contract.
- vi) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of IFCI.

2. STRIKES & LOCKOUT:

For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of IFCI.

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 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.
- ii) The award of the Arbitrator shall be binding upon the parties to the dispute.
- 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.
- iv) The cost of arbitration shall be borne equally by both the parties.
- v) Work under the contract shall be continued during the arbitration proceedings.

CHAPTER – 5

ANNEXURES

Comprehensive Contract for AMC of Computer Hardware Equipment & FMS Services at IFCI Tower, 61 Nehru Place, New Delhi.

RFP No: IFCI/CPD- IT/E-Tender/2020-21/07

Addressed To

Deputy General Manager (Centralized Procurements)

IFCI Limited, IFCI Tower, 61 Nehru Place,

New Delhi - 110019.

Offer Forwarding Letter /Tender Submission Letter
(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

Tender No: -----

Dated:

To,

IFCI Limited,
IFCI Tower,
61 Nehru Place,
New Delhi - 110019.

Dear Sir,

Sub: Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by IFCI Limited,, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by IFCI.
2. Notice Inviting Tender (NIT)/ (Technical Bid)
3. Financial Bid
4. Documents referred to in tender document
5. Forms and Procedures

Should our Offer be accepted by IFCI for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by IFCI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the Annexures annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

I/We certified that all the dues of personnel deployed at IFCI Site, for the said contract, have been undertaken by us, in accordance with the latest minimum rates of wages, as fixed by the State Govt. of Delhi / Delhi Administration wages act/ state regulation order. All the statutory obligations/requirements have been compiled with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and IFCI will not assume any

responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

I/We certify that in case the Tender is awarded to us, we undertake the responsibility for police verification of each and every person deployed by us at IFCI.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal Date:

Tender Acceptance Letter

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder)

To

IFCI Limited,
IFCI Tower,
61 Nehru Place,
New Delhi - 110019.

Dear Sir/Madam,

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No: _____

Name of Tender / Work: Comprehensive Contract for AMC of Computer Hardware Equipment & FMS Services at IFCI Tower, 61 Nehru Place, New Delhi.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) as per advertisement.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We hereby declare that our Company/Organisation has not been blacklisted /debarred /banned or disqualified by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies during a period of last three year.
6. Further, we hereby declare that none of our partners /directors of our Company/Organization is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her during a period of last three year.

7. I/We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

8. I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

9. I further certify that I am authorized to represent on behalf of my company/firm for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

10. We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by IFCI and in case of such observance at any stage, it shall be treated as null and void and our tender shall be deemed to be withdrawn.

11. We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

12. We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact and acceptance to Reverse bidding process.

13. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Annexure-3

Bidders General Information & Eligibility Criteria

Sub: Name of Tender / Work Comprehensive Contract for AMC of Computer Hardware Equipment & FMS Services at IFCI Tower, 61 Nehru Place, New Delhi.

1	Name of the Partnership Firm / Company In case of Partnership Firm – the names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.	
2	Year of Registration/Incorporation	Certificate of Incorporation
3.	Address of the Firm / Company.	
4.	(i) Telephone No (Land line) (ii) Mobile No. (iii) FAX No. (iv) E-mail address	Office: Residence:
5.	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.
6.	GST No. (Attested Copy to be attached) of the Bidder	
7.	PAN No. (Attested Copy to be attached)	
8.	Whether MSME (Attach valid MSME certificate)	
9.	Details of the Bank Account of the Bidder • Name of the Bank • Branch and address • IFSC Code (Copy of recent Bank Statement to be attached)	
10.	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
11.	ESI Number & DATE (Valid ESI code required)	
12.	Name & Address of five Organizations / PSUs/MSCs where bidder have been engaged on regular/monthly basis during the past five financial years	Evaluation and Award Criteria (Minimum 2 Organizations)
13.	The bidder should have office/Branch office in Delhi and Mumbai for last 3 years (to should submit address proof)	
14.	The vendor Should have minimum 10 years (ending March 2020) of experience in supporting/servicing computers, laptops, printers etc. and should have executed at least five order of the similar nature, of value not less than Rs. 50 lakhs in last five financial years.	Certificates of satisfactory service of from any three organizations including at least one from the organization where order size is more than Rs 50 lakh, must be enclosed
15.	The vendor must have valid ISO certification in IT services and also ISO certification in IT Infrastructure.	Valid copy of ISO certification for a. IT Services b. IT Infrastructure

16.	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.	Self-certified copies of the balance sheet and profit & loss statement for the last 3 completed financial years
17.	The vendor should have at least five clients, out of which minimum two references from clients where 300 or more PCs/Laptops are on FMS & AMC with the firm	Relevant document to be provided
18.	The vendor, who has worked with IFCI in the past, shall provide a proof of satisfactory services to IFCI.	A letter from competent authority in IT department of IFCI (Head Office) certifying satisfactory services of the vendor to IFCI.
19.	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)	Declaration in this regard by the authorized signatory of the Responder.
20.	The vendor shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the Responder.
21.	The Vendor to confirm that the bid is not submitted in Consortium as well as Sub-contracting	Declaration in this regard by the authorized signatory of the Responder.
22.	Indicative SLA's with along with the Approach Note	Indicative SLA's & approach note to be submitted.
23.	Integrity Pact	Applicable

Date:
Place

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Technical Evaluation Criteria

Evaluation & Award Criteria

Total Marks = 100

In the first stage, only **TECHNICAL BID** will be opened and evaluated. Those vendors who satisfy the technical requirements as determined by IFCI, shall qualify for the **COMMERCIAL BID evaluation**.

Technical Bid Evaluation: Minimum Technical score required is 60. Any vendor who scores less than 60 will not be considered for commercial evaluation.

The technical bid evaluation shall be done based on the following criteria. Further, the Vendor must qualify in each of the criteria specified below (1- 6) by obtaining the minimum score mentioned therein.

During the technical evaluation stage each vendor shall be assigned different marks out of total 100 marks, as per the criteria specified below:

1. Quality / Satisfactory report from the valuable customers where FMS and AMC are currently running.

1.1	3 or Organizations more but less than 5 Organizations	05 Marks	Customer Review /Satisfactory services to be provided
1.2	5 Organizations or more but less than 7 Organizations	10 Marks	
1.3	7 Organizations or more but less than 10 Organizations	15 Marks	
1.4	More than 10 Organizations	25 Marks	

2. Past experience in providing FMS and AMC of similar nature in government Organizations (including PSUs and PSB's)

2.1	2 Organizations or more	10 Marks	Valid copies of PO to be attached
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3. Annual Turnover of company from IT Services (Including AMC and FMS Services) in last three financial years.

3.1	Equal to 50 Crore	05 Marks	Furnish an audited copy of balance sheet / Auditors' certificate
3.2	51 Crore to 75 Crore	10 Marks	
3.3	76 Crore to 100 Crore	12 Marks	
3.4	More than 100 Crore	15 Marks	

4. Overall Technical staff strength of manpower with the Company as on 31st March 2020

4.1	100 to 250	02 Marks	Declaration from HR.
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4.2	251 to 500	05 Marks	Undertaking regarding the Availability of minimum 20 Certified Network Engineers (CNE) L2 Resources deployed must be CCNA with 2-3 yrs. of experience.
4.3	501 to 1000	10 Marks	
4.4	More than 1000	15 Marks	

5. Availability of Support Staff in:

5.1	Delhi and Mumbai (Mandatory) Chennai, Hyderabad, Bengaluru, Kolkata, Ahmedabad (On Call Basis)	10 Marks	Self-declaration of Company letter head, with authorisation from CS
5.2	Delhi and Mumbai (Mandatory) Support available for 4 Location of the above Regional Office (On Call Basis)	7 Marks	
5.3	Delhi and Mumbai (Mandatory) Support available for 3 Location of the above Regional Office (On Call Basis)	5 Marks	

6. Service Support Backup understanding with the OEM or their authorized Service provider for equipment's.

6.1	Partner Understanding with HP, IBM, Microsoft, Dell, Symantec, Fortinet, Cisco, Polycom, NetApp and Oracle	25 Marks
6.2	Partner Understanding with any 5 of them	10 Marks
6.3	Partner Understanding with any 3 of them	05 Marks

Spares to be maintained at Head Office, Delhi

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:

S/ No.	SPARE	Quantity
1	Desktop Parts	10/part
3	Printer HP/Cannon (LaserJet / inkjet all-in-one) Parts	15/part
4	Scanner Parts	2/part
6	Network Switch L2 Level (Cisco 2960/2000 series/3000 series/DLINK/DIGISOL)	4/part

Note: The Quantity may vary

Covered IT Assets	Parts in AMC	Exclusion of parts
Desktop	Motherboard, RAM, SMPS, HDD, ODD, Keyboard, Mouse-Wired, TFT	Front Panel, Power Adapter, Power Cord, USB Cable, Physically Damaged Parts, Liquid damage, Burn Parts, Rusted Parts, External connecting cable
Laptop	<i>FMS Only</i>	<i>All Parts are excluded</i>
Printers	Logic Card, Power Supply, Teflon, Fuser Assembly, scanning assembly	Gears, Rollers, Imaging Drum, Power Adapter, Power Cord, USB Cable, cartridge, print head, Physically Damage Parts, Burn Parts, Rusted Parts, External connecting cable, Paper Tray
Scanner	Logic Card, Power Supply, scanning assembly, Scanning belt	Lamp, Power Adapter, Power Cord, USB Cable, Physically Damage Parts, Burn Parts, Rusted Parts, External connecting cable
Network Switch	Complete under FMS (Cisco 2960/2000 series/3000 series/DLINK/DIGISOL) Managed/Unmanaged L2	Power Adapter, Power Cord, USB Cable, Data loss in case of HDD Failure

IFCI Office Address to be covered under AMC/FMS Services

<u>Head Office</u>		
IFCI Limited IFCI Tower, 61 Nehru Place New Delhi PIN – 110 019		
<u>Ahmedabad</u> 501, IFCI Bhawan Near Lal Bungalow, C G Road, Ahmedabad, Gujarat PIN – 380 006	<u>Chennai</u> Continental Chambers (2 nd Floor), 142 Mahatma Gandhi Road, Nungambakkam, Chennai PIN – 600 034	<u>Hyderabad</u> Taramandal Complex (8 th Floor), 5-9-13, Saifabad PIN – 500 004
<u>Kolkata</u> Chatterjee International Centre, 3 rd Floor, 33-A, Jawaharlal Nehru Road Kolkata PIN – 700 071	<u>Bengaluru</u> IFCI Bhavan 3 rd Floor, 2 & 3, Cubbonpet, Main Road N.R Square, Bengaluru PIN – 560 002	<u>Mumbai</u> Earnest House, 9 th Floor NCPA Marg, Nariman Point Mumbai PIN – 400 021

Detailed Job Responsibilities/Skill Required for IT Helpdesk Support

1. Network Engineer (L2-Support)

Cisco specialist (CCNA) with 3 years' experience, providing:

- BE/B.Tech -CS/ IT /Diploma in Computer science
- Good working knowledge of APC UPS, Packet shapers
- Installation and setup of routers and switches with experience of Cisco LAN switches (L2/Core Switches), including Cisco 2000/3000 series along with installation and Configuration requirements and guidelines
- Responsible for troubleshooting of networking equipment across multiple sites.
- Creation and delivery of training materials and support to staff on customer sites
- Full Command on Cisco IOS Commands
- Router IOS Backup and Recovery
- Setting up Serial and Ethernet Interfaces
- Routing Protocol Configurations
- Full Command in Inter-VLAN Routing
- Switching, Standard Access-list, Extended Access-list and Vlans Configurations.
- Everything of Multi-Protocol Label Switching (MPLS)
- Working knowledge of Voice over IP (VoIP)
- Sound knowledge of OSI 7 Layer Model, TCP/IP, DNS, DHCP, TFTP.
- Knowledge of LAN technologies, Switches, Cables, Bridges
- Good working knowledge of routing protocols such as RIP V1/V2, OSPF, IGRP and EIGRP
- Experience of IP addressing, administrating subnets and various routing models
- Sound knowledge of WAN technologies such as PPP, Frame-relay, dedicated T1s, ISDN and Routing Protocols: OSPF, EIGRP, IGRP, RIP and RIPv2
- Familiar with the setup and basic configuration of Cisco 2950, 2960 Switches
- Implementation of HSRP, DHCP, DNS, FTP, TFTP, MRTG.
- Responsible for the regular back up and restoration of all critical assets
- Understanding of how to configure WAN Protocols, including HDLC, PPP, FRAME RELAY
- Experience of implementing SNMP on various devices, allowing for network management
- Put in place traffic filters through the use of IP Access Lists, Distribute-Lists, and Route Maps
- Set up and configuration of remote access solutions including Fractional T1, VPN and ISDN dial up

- Using 600 series router, experience of implementing Cisco IOS Firewall IDS
- Implementation of Firewall Policy of Fortinet.
- Creation, management and maintenance of database of network topology
- Involvement in the creation and establishment of internal Design and implementation of LAN/WAN, using Cisco routers, hubs and switches
- Implementing a file security system, in line with internal guidelines and industry best practice
- Using shared folder permissions, implemented security for network resources
- Performing high level troubleshooting, diagnostic for networking problems.
- Construct protocols for port-security to prevent any unauthorized access to the network

2. Desktop Engineer (L1- Support)

- Diploma or PG Diploma in Computer Science / IT / Electronics
- Certification – Hardware & Networking / Desktop Troubleshooting
- Proven work experience as a Technical Support Engineer
- Knowledge of computer hardware and networking systems
- Knowledge of Active Directory/ Windows Servers – basic configuration and management
- Knowledge of LINUX – OS Installation/ basic Management
- Ability to troubleshoot complex hardware & software issues
- Good Interpersonal and communication skills
- Responding to client support requests.
- Contacting clients to find out the nature of the problem.
- Traveling to the client's location or connecting via remote link.
- Troubleshooting hardware and software issues.
- Installing and maintaining hardware and computer peripherals.
- Installing and upgrading operating systems and computer software.
- Troubleshooting networking and connection issues.
- Identifying and Advising on software or hardware upgrades.
- Providing basic training on computer operation and management to employees
- Knowledge of Web Services, API and IP based protocols

3. HELPDESK COORDINATOR

- Graduation in any field
- Should have experience in IT Management/ Helpdesk Management
- Should have good knowledge of Office Softwares and Tools (Word/Excel/Presentation/etc.)
- Management of IT Helpdesk Function and Desktop Engineers for Issue Resolution and providing status of Call logs to IFCI IT Staff.
- Excellent problem solving and prioritizing skills
- Excellent verbal, written and communication skills.
- Maintaining daily call reports on ticketing tool (Provided by vendor) and managing all the reported call logs and prioritise the issue resolutions within provided SLA
- Completing job reports and relevant records (Incident Reporting/ Call Logs/ Backup Reports/ Asset Movement/ Asset Requisitions/ Software license maintenance etc.)
- Any other Record maintenance activity as and when provided by IFCI IT Staff.

COMMERCIAL BID**FMS SERVICES & AMC
TWO YEARS COST OF OWNERSHIP**

Year Wise Cost (Without Taxes) in Rupees

Sl.	Items	Quantity	1 st Year	2 nd Year
1	Hardware Cost *			
	Total Hardware Cost (A)			
Onsite Resource Cost				
2	Helpdesk Coordinator	1		
	Network Engineers (L2 Level)	1		
	Desktop Engineers (L1 Level) – for HO	2		
	Desktop Engineers (L1 Level) – for Mumbai RO	1		
	Total Onsite Resource Cost (B)			
Grand Total Cost of Ownership (Rs) (A+B)				

Note: Helpdesk Resources can be deployed anywhere in India (IFCI Offices), one of the L2 Support Staff must be CCNA certified.

Total Cost of Ownership Figures in Rupees for Two Years:

Total Cost of Ownership (in Words) for Two Years:

*** Hardware Cost Includes:**

Sl.	Items	Quantity
1	Desktop (Lenovo, HP, Zenith)	65
2	Laptop (FMS Only)	215
3	Printer HP/Cannon (LaserJet / inject all-in-one)	150
4	Scanner	10
5	Network Switch (Cisco 2960/2000 series/3000 series/DLINK/DIGISOL) – L2 Managed/Unmanaged Switches	15

Prevailing Taxes / Rates Applicable:

(Name of the vendor)
Authorized Signatories/s
(Name & Designation)
Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,

IFCI Limited,
IFCI Tower,
61 Nehru Place,
New Delhi - 110019.

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/Title of the work. Name of Tender Specification No.....,
2) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorisation letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter

Escalation Matrix

Tender No: -----

Dated:

(Starting from the person authorized to make commitments to IFCI till the person in rank of CEO/VP)

Name	Organization	Designation	Mobile	Phone	Email address

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Format of sending Pre-bid queries

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sr. No.	Section Number	Page Number	Query

Date:

Signature of authorized person

Place:

Full Name & Designation:
Company's Seal

DECLARATION FOR RELATION IN IFCI

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Tender No:

Dated:

To,

IFCI Limited,
IFCI Tower,
61 Nehru Place,
New Delhi - 110019.

Dear Sir,

Sub: Declaration for relation in IFCI

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in IFCI

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in IFCI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in IFCI and their particulars are as below:

(i)

(ii)

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

DECLARATION FOR MANPOWER STRENGTH

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Tender No:

Dated:

To,

IFCI Limited,
IFCI Tower,
61 Nehru Place,
New Delhi - 110019.

Dear Sir,

Sub: Declaration for Manpower Strength

This is to certify that we have more than a total employee count of 200 as on _____. All _____ employees are on the payroll of _____.

We have minimum two hundred (200) qualified support engineers having BE/BTech/MCA in IT/Computer Science/ Electronics & Communication/Electronics or higher on company payroll as on submission of bid. Our employed staff has relevant certifications (CCNA / CCNP/ CLOUD/ VMWARE/ ITIL/ OCA/ LINUX/ UNIX /SOLARIS etc.).

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal

DECLARATION FOR CONSORTIUM/SUB-CONTRACTING THE CONTRACT

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

Tender No:

Dated:

To,

IFCI Limited,
IFCI Tower,
61 Nehru Place,
New Delhi - 110019.

Dear Sir,

Sub: Declaration for Consortium/ Sub-contracting the Contract

This is to certify that the bid is not submitted in Consortium as well as Sub-Contracting.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Integrity Pact

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

(_____ Name of the Department / Officer)

Tender No. _____ for _____
(Each Tender must have Distinct Number and Subject Matter)

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

And

M/s. _____

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

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

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

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

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

NOW THEREFORE,

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

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

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

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

A. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

B. Commitments of Counter Parties

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

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any

person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.
13. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
15. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
16. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

D. Consequences of Breach

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

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

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

1. The Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-Service Providers.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

F. Independent External Monitor (IEM)

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

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

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

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

4. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The IEMs would examine all complaints and would give their recommendations / views to the MD&CEO of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
8. The word 'IEM' would include both singular and plural.

G. Duration of the Integrity Pact (IP)

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

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

H. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.

4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

I. Legal and Prior Rights

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

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

(For and behalf of Principal)

(For and behalf of Counter Party)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

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

This Deed of Guarantee executed at New Delhi.

on this day-----of-----by _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at, inter-alia, 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 favour of IFCI Limited having its registered office at IFCI Tower, 61 Nehru Place, New Delhi-110019 (hereinafter referred to as 'IFCI' which expression shall unless it be repugnant to the subject or context thereof include their successors and assigns).

WHEREAS

- i) IFCI has placed orders on M/s ----- having its office at ---- (hereinafter referred to as 'Supplier') vide its letter No.----- dated ----- for supply and installation of ----- as per specifications and terms and conditions given in the above said orders, at a total cost of Rs. (Rupees only) including all taxes/VAT and excise duties etc. The supplier has now submitted invoices to IFCI, for the supply and installation of said ----- amounting to Rs.----- (inclusive of all taxes and duties.) ii) The said orders, inter-alia, provides that a sum of Rs.-----being the 90% of the price of the said ----- will be paid to the Supplier by IFCI on delivery of the said equipment and balance 10% upon furnishing a bank guarantee to IFCI, equivalent to 10% of the cost of the said ----- . Amounting to Rs.----- (Rupees ----- only), valid for a period of two years shall be submitted within 30 days from the date of acceptance of work order and due performance of the same -----
- iii) At the request of the Supplier, (Bank) the guarantor has agreed to give such guarantee to IFCI as hereinafter mentioned for the sum of Rs.----- (Rupees ----- only) being the 10% cost of the said ----- . Applicable as herein before mentioned.

NOW, THEREFORE, these presents witnesses as follows:

- 1. In consideration of the premises the Guarantor hereby unconditionally absolutely and irrevocably guarantees and agrees with IFCI that in case the said ----- are found to be defective in material or workmanship or manufacturing and also in case the said ----- do

not perform satisfactorily during the guarantee period and the supplier fails to rectify the defects to the satisfaction of IFCI, the guarantor shall pay to IFCI upon demand immediately and without demur a sum of Rs.----- (Rupees ----- only) equivalent to 10% of the said ----- as herein before mentioned.

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 of the said ----- and also the said ----- not confirming to the purchase order specifications or any material, workmanship or manufacturing defect noticed and not rectified by the supplier during the period. 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 full force and valid for a period of two years shall be submitted within 30 days from the date of acceptance of work order and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Supplier and IFCI.

5. Notwithstanding anything contained herein:

i) The bank's liability under this guarantee shall not exceed Rs. ----- (Rupees -----)

ii) The guarantee shall remain in force up-to -----.

iii) The Bank shall be liable to pay the guaranteed amount or any part thereof under this guarantee only if a written claim or demand is served upon the Bank on or before ----- (6 Months after expiry 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 ----- first above mentioned.

For and on behalf of the guarantor

(Name and Designation of the signatory)
Authorized signatory

Ref No.

Dated _____

IFCI Limited,
IFCI Tower,
61 Nehru Place,
New Delhi - 110019.

CERTIFICATE

It is certified that all the dues of personnel deployed at IFCI Site, for the awarded contract, would be paid, in accordance with the latest minimum rates of wages, as fixed by the Central Government. All the statutory obligations/requirements have been compiled with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and IFCI will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 would be complied with.

Further, certified that the consolidated monthly payment challans to ESI & PF authorities would include the contributions deducted from all personnel deployed at IFCI Tower.

Regards

Signature

(Name of the Concerned Person)

For & on behalf of (Name of Company)

Seal of the Company

UNDERTAKING

(To be executed on Company letter head)

We(Name & Address of the Bidder/Contractor) undertake that we will maintain the whole equipment(s), its sub equipment(s), subsystem(s) properly in smooth running condition. As we have accepted and offered the prices for all-inclusive comprehensive maintenance contract in the submitted bid, If any equipment or its related parts or machinery found damaged/not working properly/ abnormal sound/heating/leakage/wiring damage/insulation damaged/any parts rusted/equipment part's missing/the loss of any items/ spare part damage etc. than we shall be fully responsible for rectification of interpreted system and for also keeping the whole system in completely healthy and smooth running condition.

2. We also undertake that we will replace/repair the faulty equipment(s) immediately. The make of replace item/equipment shall be similar to the existing items or reputed make as per agreed by IFCI.

Signature of Authorized Person:

Name:

Date:

Address:

Place:

Company Seal

(On Company Letter Head)

Ref No.

Dated: _____

IFCI Limited
IFCI Tower,
61 Nehru Place
New Delhi -110 019

CERTIFICATE

It is certified that, we..... (Name and Address of contractor) have/will comply with provision of (tick ✓as applicable)

- a) Environmental (Protection) Act 1986 and Environment (Protection) Rules,1986
- b) E-waste Management,
- c) Batteries (Management and Handling) Rules, 2001.
- d) All of the above.

Regards,

Signature
(Name of the Concerned Person)
For & on behalf of (Name of Company)
Seal of the Company

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,

**IFCI Limited
IFCI Tower
61 Nehru Place
New Delhi -110 019**

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: i) NIT/Tender No.....,
ii) All other pertinent issues till date

I/We _____ hereby declare and confirm that we have visited the site as referred in IFCI Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:
Place: